CONFIDENTIAL

TITLE: COLLECTIVE BARGAINING AT THE MUNICIPAL GOVERNMENT LEVEL IN CANADA

AUTHOR: Mr. C. Gordon Simmons,
Faculty of Law,
Queen's University,
KINGSTON, Ontario.

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DRAFT STUDY

prepared for

TASK FORCE ON LABOUR RELATIONS
(Privy Council Office)

[Studies]

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Chapter I

Legal Framework of Collective Bargaining in the Municipal Government Context.

Chapter II

Collective Bargaining Structure.

Chapter III

Collective Agreements

Chapter IV

Institutional Rewards

Chapter V

PREFACE

Four groups of municipal government employees have been surveyed. They include municipal police, firemen, clerical employees (referred to as inside workers) and maintenance employees (referred to as outside workers). Employer-employee relations existing between each category of employees and municipalities are so divergent that we considered the above breakdown a logical one.

Chapter I describes the legal framework within which these employees and municipalities must function. Since there are ten jurisdictions, each one is treated separately. The historical evolution of collective bargaining among the groups and municipalities has largely been omitted due to the fact that Miss Edith Lorentsen of the Legislation Branch, Department of Labour has provided this information for the Task Force on Labour Relations in project # 8. Therefore, it was decided that any such treatment by us would have been repetitive.

Chapter II, III and IV describes the practise of collective bargaining existing among the groups being discussed and the municipalities. Divergent approaches taken by the various provincial governments are also explored with the varying effects which such approaches have had on the practise of collective bargaining being described.

Having discovered that a great deal of variance exists in the collective bargaining process at the municipal government level we next turned our attention to submitting recommendations which we considered to be necessary in view of our findings. Such recommendations are contained in Chapter V.

Chapter I

Legal Framework of Collective Bargaining in the Municipal Government Context:

British Columbia:

Municipal police forces are not expressly excluded from the Labour Relations Act but are greatly influenced by the Municipal Act which states:

> Where a Conciliation Board has been appointed under the Labour Relations Act to deal with a dispute between a municipality or Board of Commissioners of Police and the firemen or policemen employed by the municipalities or Board of Commissioners of Police, a recommendation of the Conciliation Board is binding in every respect upon the municipality of Board of Commissioners of Police and upon the firemen or policemen employed by the municipality or Board of Commissioners of Police. 1/

Police and firemen must therefore refer any impasses reached in their negotiations with the municipality to binding arbitration. Police have contested the validity of the above section 2/ claiming they are not employees of the Municipality but rather they are holders of office of trust under the Crown. Their arguments were based on two court decisions which has held this ruling. 3/ The court held that the Legislature had

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1/ The Municipal Act: R.S.B.C. 1960, ch. 255, s. 194

2/ Saanich Municipal Employees' Association Local No. 374, Vs. Board of Commissioners of Police of the District of Saanich; 8 W.W.R. 230; (1953) 2 D.L.R. 187 (B.C.S.C.) Affirmed 8 W.W.R. 651; (1953) 3 D.L.R. 781 (B.C.C.A.)

3/ The basis for this argument was founded on Bruton Vs. Regina City Policemen's Association Local # 155, (1945) 2 W.W.R. 273; (1945) 3 D.L.R. 437 (Saskatchewan C.A.) and R. Vs. Labour Relations Board (N.S.) 29 M.P.R. 66; (1951) 4 D.L.R. 227 (N.S.C.A.)

merely directed the machinery in the Industrial Conciliation and Arbitration Act (predecessor of the Labour Relations Act) be made available to regulate the employer-employee relationship and since this direction had been created in the Municipal Act the objection of the police was not valid. The judge questioned the use of the words employer-employee and suggested they may be inaccurate but found the intention of the Legislature had been clear. He indicated however, that a different result may have occured if the Legislature had enacted its direction in the Industrial Conciliation and Arbitration Act.

The situation respecting the City of Vancouver has, until-recently, been unique in that its city charter had preempted the application of the Municipal Act. Section 181 of the city charter stated:

> (1) Where a dispute, as defined by the Labour Relations Act arises
>
> (a) between a trade-union acting for the members of the Fire Department and the city as represented by the Council; or
>
> (b) between a trade-union acting for the members of the police force and the city as represented by the Board of Police Commissioners;
>
> and where a Conciliation Board has been appointed to deal with such dispute, and where the constitution of the trade-union which is a party to the dispute contains a provision prohibiting a strike by its members, the recommendation of the Conciliation Board with respect to the matters in dispute shall be deemed to be an award pursuant to a reference under the Arbitration Act.
>
> (2) If there is any doubt as to whether any matter in dispute between the parties comes within the exclusive jurisdiction of the Board of Police Commissioners by virtue of the provisions of Section 463 of this Act, either party may, at any time after such doubt has arisen, apply summarily to a Supreme Court Judge, whose opinion on any such matter shall be binding on the parties. No costs shall be awarded

on any such application. 4/

The section bound police only if the constitution of the police union contained a "no strike" clause. In October, 1966, the Vancouver policemen's Union removed the "no strike" clause from its constitution 5/ which freed the members to resort to strike if their demands for 1967 had not been satisfied through negotiations. At the subsequent session of the Legislature, Section 181 of the Vancouver Charter was repealed. Furthermore the legislature stipulated that section 194 (quoted supra page 1) of the Municipal Act would apply to the city. 6/ The action taken by the Vancouver police union in October, 1966, indicated a situation that requires serious attention and will be discussed later in the report. At the present time however, they must submit any deadlocks in negotiations to binding arbitration, notwithstanding the fact they have removed the "no strike" provisions from the constitution of the union.

The situation respecting firemen in British Columbia is rather analogous to police with binding arbitration being the sole available method to resolve impasses (see quote at note # 1).

General municipal employees (i.e. "clerical" and "outside workers" excluding police and firemen) are regulated in their employer-employee relations with municipalities by the Labour Relations Act and unlike police

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4/ The Vancouver Charter: S.B.C. 1953, Ch. 55, S. 181

5/ Source: Letter to the author from the B.C. Minister of Labour, Hon. L.R. Peterson, dated September 25th, 1967

6/ Statute Law Amendment Act, S.B.C. 1967, ch. 49, S. 14

and firemen there are no distinctions between these categories and their conterparts in private industry who may legally strike providing the necessary negotiation procedures outlined in the Labour Relations Act have been exhausted.

The Municipal Act restricts collective bargaining between police and firemen with municipalities further in section 193 which states:

> Notwithstanding anything in this or in any other Act contained, when any arbitration proceedings are taken respecting salaries, wages, or working conditions (including any arbitration proceedings under the Labour Relations Act) and any award is made in consequence whereof the municipality, directly or indirectly, is required to expend or provide any moneys, such arbitration proceedings shall be concluded and the award made and published on or before the fifteenth day of April of the year in which the award is to come into effect. 7/

The enactment of this section was undoubtedly made to allow rational budgeting by municipalities but the collective bargaining process has suffered as a result. In Vancouver and Victoria the collective agreements with police and firemen expire on the last day of February. 8/ The Labour Relations Act stipulates notice for renewal of agreements may be given by either party within three months and not less than two months immediately preceeding the date of expiry of the agreement. 9/ The time required to progress from the date notice to negotiate is given to that when

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7/ The Municipal Act, R.S.B.C. 1960, Ch. 255, S. 193

8/ Source: Collective Agreements

9/ Labour Relations Act, R.S.B.C. 1960, Ch. 205, S. 17 as amended S.B.C. 1961, Ch. 31, S. 13

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the conciliation stages have been exhausted could take 65 days. 10/ Unions therefore are extremely conscious of ensuring that they proceed through the various negotiations stages in order that they will meet the April 15 deadline to bind the municipality to any increase in an award and consequently they place greater emphasis on the means to an end rather than the end itself. This fact is well illustrated in the following table.

10/ Ibid: See Sections 17 to 40

Police & Firemen	of Collect agreements 1950-1966 inclusive	Method of Final Settlement by Agreement	by Conciliation Officer	by Arbitration
Vancouver	27	14.81 %	7.4 %	77.78 %
Edmonton Saskatoon Winnipeg Toronto Ottawa Montreal	123	65.85 %	1.63 %	32.52 %

Source: Collective agreements on file at Department of Labour, Ottawa

Other provincial legislatures have not felt compelled to impose such restrictions at the municipal level 11/ and the author found that persons interviewed in British Columbia regard this stricture as a severe repression on fruitful negotiations by the groups involved. It is recommended that legislation be enacted to regulate submission of demands to coincide with preparing estimates and eliminate the deadline for the making of arbitration awards which presently exists. I found no opposition to the question of retroactivity to the expiry date of collective agreements by any representatives of municipal governments in any other province where interviews were conducted. 12/

Alberta:

Municipal police in Alberta are excluded from the Labour Act 13/ and are subject to the Alberta Police Act 14/ which authorizes municipal police members to establish negotiating committees or to form associations

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11/ Provinces usually dictate, through legislation, that demands must be submitted to the municipality in time for the municipality to include such demands in its estimates. If the union fails to comply the municipality will not be bound by the arbitration award. For example, see Alberta Fire Departments Act, R.S.A. 1955, Ch. 114, SS. 15-17 Ontario Fire Departments Act, R.S.O. 1960, Ch. 145, S. 9 as amended S.O. 1964, Ch. 33, S. 7. In addition, the municipal council may require the approval of a local Government Board before any decision or award can be implemented: See Sask. Fire Departments Platoon Act R.S.S. 1965, Ch. 173, S. 10, S. 13

12/ These include Alberta, Saskatchewan, Manitoba, Ontario and Quebec

13/ R.S.A. 1955, Ch. 167, S. 4 as amended

14/ R.S.A. 1955, Ch. 235, as amended

to represent them before municipalities whereupon the latter must negotiate with the former providing it represents 50% of the employees and requests the municipality in writing to do so. The situation regarding this category of employees is rather analogous to that in Ontario and will be developed in detail when discussing the Ontario Municipal Police. The Alberta legislation contrasts that in Ontario however, in that a conciliation commissioner may be appointed by the minister charged with the administration of the Alberta Labour Act following negotiations before appointing an Arbitration Board. The Commissioner investigates and endeavours to mediate the issues in dispute with a view to settling same and failing satisfactory settlement an Arbitration Board consisting of five members (three if agreed to by the parties) is appointed, 15/ whose decision is binding on both parties. 16/ In Ontario the parties proceed directly to Arbitration following a breakdown in negotiations.

Firemen in Alberta are excluded from part V of the Alberta Labour Act (Labour Relations Section). 17/ The Fire Departments Platoon Act provides the machinery for collective bargaining which authorizes firemen to elect negotiating committees or form associations in the same

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15/ Ibid: S. 26

16/ Ibid: S. 27

17/ Fire Departments Platoon Act. R.S.A. 1955, Ch. 114, S. 18

manner as the Police Act. Compulsory binding arbitration is the method used to resolve impasses but unlike the Police Act, there is no provision for conciliation between negotiation and arbitration.

With one exception, general municipal employees enjoy the full rights and privileges extended to private industry by the Labour Act. In 1960 the Legislature amended the Labour Act as follows:

> 99 (1) Where at any time in the opinion of the Lieutenant Governor in Council a state of emergency exists in the Province in such circumstances that life or property would be in serious jeopardy by reason of
>
> (a) any breakdown or stoppage or impending breakdown or stoppage of any system, plant or equipment for furnishing or supplying water, heat, electricity or gas to the public or any part of the public ...
>
> if the state of emergency arises from a labour dispute ... the Lieutenant-Governor in Council may by proclamation declare that from and after a date fixed in the proclamation all further action and procedures in the dispute are to be replaced by ... emergency procedures ... (and any strike or lockout following such proclamation becomes illegal.) 18/

Municipal employees performing such services may therefore be prohibited from resorting to strikes. 19/

Saskatchewan:

The Trade Union Act of 1944 was comprehensive in its coverage

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18/ Alberta Labour Act R.S.A. 1955, Ch. 167, S. 99 as amended S.A. 1960 Ch. 54, S. 32

19/ Mr. H.S. French, Secretary, Department of Labour, Government of Alberta in a letter to the author dated August 9th, 1966, stated: "To date the Lieutenant-Governor in Council has not found it necessary to invoke the provision of Section (99)".

which included Her Majesty in the right of the Province. 20/ Within the space of one year, however, municipal police were excluded from its provisions when the Saskatchewan Court of Appeal held that municipal police members were not servants of the city or Board of Commissioners of Police but rather they perform a public service and their duties are derived from the law and not the city or the Board of Commissioners of Police. The City or Board were not, therefore, employers within the meaning of the Trade Union Act. 21/ The court went further however, and stated that the Legislature could designate cities and Boards of Commissioners of Police to be "employers" and the police "their employees" by legislation.

In 1946, the Cities Act 22/ was amended which deemed Cities or Boards to be employers and police officers employees within the meaning of the Trade Union Act and similiar amendments occurred in the Town Act. 23/ The Cities Act also provides a system of collective bargaining in cases where police unions contain a no strike clause in their constitutions with binding arbitration as the final method used to resolve impasses and the award or decision is binding on both parties. 24/ The Legislature has not

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20/ The Trade Union Act: R.S.S. 1965, Ch. 287, S. 2 (f)

21/ Bruton Vs Regina City Police Association, 1945, op. cit.

22/ The Cities Act, S.S. 1946, Ch. 29, S. 8

23/ The Town Act, S.S. 1946, Ch. 30, S. 4

24/ The Cities Act R.S.S. 1965, Ch. 147, S. 104

included a comparable system in the Town Act so police officers in towns are therefore able to call legal strikes providing there are no restrictions in their constitutions and the towns may invoke lockouts if they are unable to resolve their differences.

While firemen have not been excluded from the Trade Union Act they have received special attention from the Legislature because of the no strike provision in the constitutions of firemens' locals which had previously been adopted by the firemen voluntarily. The Fire Departments Platoon Act 25/ provides a system of collective bargaining between firemen and municipalities with binding arbitration the method followed to resolve impasses. The Act applies to every city having a population of 10,000 or over, as shown by the last Dominion Census. 26/ There are no provisions for conciliation services between the negotiation stage and arbitration for firemen (nor police under the Cities Act).

Until 1966 general municipal employees enjoyed all the rights, privileges and responsibilities extended in the Trade Union Act. In that year the Legislature enacted the Essential Services Emergency Act 27/ which, like the Labour Act in Alberta prohibits the right to strike to:

> employees engaged in the operation of any system, plant or equipment for furnishing or supplying water, heat, electricity or gas service to the public or any part of the public . . . 28/

25/ R.S.S. 1965, Ch. 173

26/ Ibid S. 3

27/ S.S. 1966, 2nd Session Ch. 2

28/ Ibid S. 3 (a)

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Municipal employees engaged in such services may not strike if the Lieutenant-Governor in Council proclaims an emergency exists and a labour dispute involving these groups must resort their differences to binding arbitration for settlement. Essential services will receive further attention later in the report.

Manitoba:

Municipalities and/or Board of Commissioners of Police have not been deemed to be employers nor municipal police members deemed to be employees within the meaning of the Labour Relations Act of Manitoba. Nevertheless, notwithstanding case law, the Manitoba Labour Board has certified police associations in a police department since as early as 1948. 29/ While the Labour Relations Act states "No member of a municipal police force shall strike" 30/ the practise has been for the parties to enter collective agreements which contain an arbitration procedure to resolve any impasses reached through negotiations and both parties agree to be bound by the decisions or awards of such arbitration boards. The system which has evolved is well accepted by both sides. The legislature has enacted one restriction on a police association becoming certified in section 9 (6) of the Labour Relations Act which states:

29/ The Winnipeg City Police Athletic Association was certified by the Labour Board in 1948 under certificate M.L.B. # 54. The Association does not only bargain for police officers but signal operators, chauffeurs, mechanics, clerical staff, caretakers, elevator operators and matrons also.

30/ Labour Relations Act, R.S.M. 1954, Ch. 132 as amended S.M. 1962, Ch. 35, S. 10

> The board shall not certify a trade union comprising or representing the members of a municipal police force, if the union is, or is a branch or local of, or is affiliated with, any provincial, national, or international trade union or association of trade unions.

While the experience has been a relatively pleasant one the fact remains that municipalities could refuse to negotiate with the associations if they chose to do so under present circumstances and the legislature would be well advised to prevent the possibility of such an occurrence by enacting legislation deeming the parties to be employers and employees within the meaning of the Labour Relations Act at a time when the system is performing satisfactorily rather than waiting until a situation arises which necessitates having such action taken.

Until 1954 firemen were subjected to the Labour Relations Act in its entirety and the associations that had no strike provisions in their constitutions were at a decided disadvantage in that municipalities were not bound to accept recommendations of Conciliation Boards and in such instances the firemen had no further avenue in which to pursue their demands. In 1954, the Fire Departments Arbitration Act 31/ was enacted which provided compulsory binding arbitration on both parties. Many of the provisions in the Labour Relations Act are incorporated into this Act such as certification, bargaining units, agents, etc. but when negotiations break down the parties resort to an ad hoc three man arbitration board.

31/ S.M. 1954, Ch. 8 as amended

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Among provincial legislatures, Manitoba was the first to enact provisions for the continuance of services essential to the health and wellbeing of the public. 32/ This is accomplished (in instances where the parties reject the recommendation of conciliation or mediation boards) by the Lieutenant-Governor in Council making a declaration that the uninterrupted operations of the employer and work of the employees are essential whereupon the parties must enter into a collective agreement giving effect to the recommendation.

General municipal employees could be caught up by such a declaration but otherwise they enjoy all the rights, privileges and responsibilities extended to employees in private industry.

Ontario: Municipal Police

Cities and Towns are responsible for establishing and maintaining police officers 33/ and forces. 34/ The responsibility of managing such forces may be vested in the Municipal Council 35/ (or committee thereof) 36/ or a Board of Commissioners of Police (mandatory in cities having a population exceeding 15,000). 37/ A Board consists of the head of the council

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32/ S.M. 1958, (1st session) Ch. 29, S. 5

33/ "Revised Statutes of Ontario 1960" Ch. 249, SS. 352 and 353

34/ The Police Act, R.S.O. 1960, Ch. 298, S. 2 (1)

35/ R.S.O. 1960, Ch. 298, S. 19 (1) as amended "Statutes of Ontario" 14-15 Elizabeth II 1965, Ch. 99, S. 5

36/ R.S.O. 1960, Ch. 298, S. 27 (3)

37/ R.S.O. 1960, Ch. 298, S. 7 (1) as amended 1965, Ch. 99, S. 2

(Mayor), a judge of a county or district court and one other person. 38/ The latter two appointees are designates of the Lieutenant-Governor in Council. 39/ Police officers are prohibited from becoming members in, or affiliated with, a trade union, either directly or indirectly. 40/ There are, however, no restrictions on forming police associations 41/ or affiliating with other police associations. 42/ Furthermore, there is no minimum memership requirement needed to form an association but before it can represent the force it must have at least 50% of the force as members whereupon it assumes this responsibility. 43/ The right to bargain collectively with binding arbitration was granted to municipal police by an Act of the Legislature in 1947. 44/ The process of collective bargaining may be commenced in one of two ways. 45/ A majority of the full-time members of the police force request in writing that the Council or Board meet and bargain with a bargaining committee, elected for such purpose by the above members or if a majority of the above members belong to an association the written request to negotiate must be made by it.

38/ R.S.O. 1960, Ch. 298, S. 7 (2)

39/ Ibid

40/ R.S.O. 1960, Ch. 298, S. 26

41/ R.S.O. 1960, Ch. 298, S. 27 (2)

42/ Ibid, SS. (3) (a)

43/ Ibid, S. 27

44/ "Statutes of Ontario" 11 George VI, 1947, Ch. 77, S. 10

45/ R.S.O. 1960, Ch. 298, S. 27 as amended 1964, Ch. 92, S.S.

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The Council (or committee thereof) or Board must meet with the bargaining committee of the members within sixty days 46/ after receipt of the written request in order to

> make every reasonable effort to come to an agreement . . . in writing . . . providing remuneration, pensions, sick leave credit gratuities, grievance procedures or working conditions of the members of the police force, other than the chief of police and any deputy chief of police. 47/

The bargaining committee must be full-time members of the police force but where the representative is an association and affiliated with a police organization, they,

> may be accompanied by one member of such organization who is actively engaged in the occupation of a police officer and who shall attend in an advisory capacity only. 48/

In addition, one legal or other counsel may accompany the bargaining committee. 49/

When either party to the negotiations becomes satisfied an agreement cannot be reached, it may give written notice to the other requiring the matter be referred to a Board of Arbitration, to consist of three members. 50/ Each party appoints one member to the Board, and the two appointees appoint a third member who becomes chairman. If either

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46/ Ibid

47/ Ibid, as amended 1966, Ch. 118, S. 8

48/ R.S.O. 1960, Ch. 298, S. 27 (3)

49/ R.S.O. 1960, Ch. 298, S. 27. As amended 1964, Ch. 92, S. 8 (2)

50/ R.S.O. 1960, Ch. 298, S. 28. (In cases where the force has fewer than 10 members, the matter is referred to a single arbitrator. S. 29 (1).

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party fails to appoint a person within thirty days after receiving the written notice, the Attorney-General may make such appointment upon the written request of the other party. 51/ Furthermore, if the two appointees cannot agree on the choice of the third member within five days following the last above mentioned appointment, the Attorney-General may make such appointment upon the written request of either party or appointee. The board, once appointed, must commence proceedings within thirty days and render its award within sixty days following such commencement. 52/ The above mentioned time limitations may, however, be extended by agreement. 53/ If the majority of the Board are unable to agree on any matter, the Chairman makes the decision which is deemed to be that of the Board 54/ which is binding upon the Council, Board, and full-time members of the police force, except the chief and deputy chief, and must remain in effect until the end of the year in which it becomes effective and thereafter until replaced by a new agreement, decision or award. 55/ The Board may make its award retroactive to the first day of the fiscal period 56/ and the Council must make adequate provisions in its estimates to pay any

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51/ Ibid. (In cases where the arbitration is conducted by one arbitrator he is similarily appointed if the parties cannot mutually agree on choosing a person. S. 29 (2)

52/ R.S.O. 1960, Ch. 298, S. 30

53/ R.S.O. 1960, Ch. 298, S. 31 as amended 1964, Ch. 92, S. 9

54/ R.S.O. 1960, Ch. 298, S. 28

55/ S. 33 as amended

56/ S. 34

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expenditure resulting from such award. 57/ This situation does not create a problem, however, as the practise has been to provide a contingency fund sufficient to cover any estimated salary increases together with various other unforseen expenditures. 58/

All collective agreements must contain arbitration provisions for final settlement of all differences between the parties arising from interpretation, application and administration of the agreement. 59/ This obligation notwithstanding, the act provides a procedure to be followed if the parties fail to include such provisions in the agreement. 60/ In this event, either party notifies the other of its desire to submit the differences or allegation to arbitration and if they cannot agree on the appointment of a single arbitrator within ten days following receipt of the notice the Attorney-General may make the appointment upon the request of either party. The arbitrator must commence hearings within thirty days following his appointment and issue his decision, which is binding on both parties, within a reasonable time thereafter.

57/ S. 33 as amended. Note, the association (or bargaining committee) must present its demands for salary increases, etc., before the Council passes its estimates of expenditures for the forthcoming year in order that adequate provision may be made for the payment of increased expenditures based on any agreement, decision or award.

58/ Mr. D.R. Johnston, Director of Labour Relations, City of Toronto informed the writer , in an interview, that this is the practise which enables the Council freedom in establishing such estimates without fear of arbitration boards becoming aware of the specific estimates provided for salary increases thereby influencing their awards. For a similar viewpoint see Frankel, S.J. and Pratt, R.C. "Municipal Labour Relations in Canada" (The Canadian Federation of Mayors and Municipalities, Montreal and McGill University, Montreal 1954), pp. 26 and 27.

59/ R.S.O. 1960, Ch. 298, S. 32 (1)

60/ Ibid, S. 32 as amended.

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Ontario has also resorted to the courts over whether municipal police forces are employees of municipalities. It has been held that while they are engaged by and receive salaries from municipalities they are not employees nor servants of such municipalities. 61/ They are instead "ministerial officer(s) exercising statutory rights independently of contract". 62/ This statutory right is derived from the Police Act and while a municipal police officer must obey the lawful instructions of the Council or Board, the latter agencies cannot prescribe the duties of his office because they have been clearly stipulated by statute. 63/ Any derogation from the prescribed rules enunciated in Regulations to the Police Act (example: dismissal without holding a hearing) will therefore render the action null and void. 64/

Fire Fighters

Municipalities have a responsibility to establish and maintain fire halls and equipment together with appointing fire fighters to carry out this responsibility. 65/ The municipalities satisfy this responsibility

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61/ "Re a Reference under the Constitutional Questions Act" 1957 O.R. 28 at 30, reported also sub nom "Reference Re Power of Municipal Council to Dismiss a Chief Constable or Other Police Officer Without a Hearing" 7 D.L.R. (2d) 222 (1957) at 224 (Ontario C.A.)

62/ Ibid O.R. at 31: 7 D.L.R. (2d) at 225

63/ Ibid, O.R. at 30: 7 D.L.R. (2d) at 224

64/ Ibid.

65/ R.S.O. 1960, Ch. 249, S. 379 (1): SS. 24, 25.

by passing by-laws and taking the necessary steps to establish operational fire departments. In addition, the Legislature has authorized the Lieutenant-Governor in Council to appoint a Fire Marshall for Ontario who has a duty and is empowered to ensure that municipalities adequately execute their responsibilities. 66/ Fire Fighters are therefore employees of municipalities but are regulated by the Fire Departments Act which granted collective bargaining rights with binding arbitration between fire fighters and municipalities in 1947. 67/ Fire Fighters have therefore always been excluded from the provisions of the Labour Relations Act 68/ and while there are no statutory prohibitions against the right to strike per se the constitutions of fire fighter trade unions include no strike clauses. 69/

Fire Fighters have never been denied the right to join associations or affiliate with other associations, either provincial or inter-

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66/ R.S.O. 1960, Ch. 148, S. 3 (a)

67/ "Statutes of Ontario" 11 George VI, 1947, Ch. 37, SS. 7-9

68/ "Statutes of Ontario" 7 George VI, 1943, Ch. 4, S. 24 (e), entitled "The Collective Bargaining Act 1943" which was a forerunner of the Labour Relations Board Act, 1944, see "Statutes of Ontario" 8 George VI, 1944, Ch. 29, S. 10 (d); and see also "The Labour Relations Act" R.S.O. 1960, Ch. 202, S. 2 (e)

69/ Example: Constitution of the Toronto Fire Fighters' Association, Local Union No. 113, Toronto, Canada. January 16, 1963, Article No. 2, Objects, Section No. 2 "We shall not strike or take active part in any sympathetic strikes, as our position differs with that of most organized workers, as we are formed to protect the lives and property of the community in cases of fire or other serious hazards."

national. 70/ Any number of fire fighters in a department (unit) may organize themselves into an association but until it can claim to have at least 50% of all the fire fighters in the particular unit as members it is denied the right to negotiate with the Municipal Council. 71/ Instead, the majority may choose a bargaining committee to represent them. 72/ If at least 50% of the fire fighters are members, however, the association must be the representative agency. 73/ If a dispute arises over this matter, the Fire Marshall shall, upon request, settle the issue. 74/ Fire Fighters usually apply to the International Association of Fire Fighters, Washington, D.C. (I.A.F.F.) for a charter when contemplating forming an association. Nine of the ten provinces had Provincial Associations affiliated with the I.A.F.F. in 1966 with 13,440 members in 148 locals. 75/ Sixty-three of such locals were located in Ontario. 76/ Once having received a charter, the locals must elect an executive and pass a constitution with by-laws which

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70/ The Toronto Fire Fighters' Association received its charter from the International Fire Fighters' Association, Washington, D.C. on August 22, 1918. See Constitution of I.A.F.F., Local 113, January 16, 1963, P. 3

71/ R.S.O. 1960, Ch. 145, S. 5 (1)

72/ Ibid

73/ S. 5 (3)

74/ R.S.O. 1960, Ch. 148, S. 3 (e)

75/ "Labour Organizations in Canada 1966" (Department of Labour, Queen's Printer, p. 23. There are no I.A.F.F. locals in P.E.I. (This is an increase of 16 locals over 1965).

76/ Ibid

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is approved by the International President. 77/ There is therefore considerable similarity between various locals and the following discussion will be directed to the Toronto local which has 1262 members being the largest in the province. 78/

The negotiation procedure closely parallels the procedure followed by Municipal Police forces and need not be reiterated here. 79/ The parties must negotiate in good faith and

> make every reasonable effort to come to an agreement, for the purpose of defining, determining, and providing for remuneration, pensions or working conditions of the full-time fire fighters other than the chief and the deputy chief . . . 80/

Pre-negotiations preparations include the appointment of a Bargaining Committee and an Economic Police Committee. All committees are appointed by the President who automatically becomes a member of same but another executive must act as chairman. 81/ The fire fighters must submit their

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77/ "Constitution and By-Laws 1963" Toronto I.A.F.F., Local 113, Article 1, S. 3 (and see page 1)

78/ Letter to the writer from Mr. Wm. Noble, Secretary, Toronto I.A.F.F., local 113, January 25, 1967, which stated the membership as of January 1, 1967, was 1262 with an additional 26 recruits in training who would be added to the total in February, 1967. (For comparison purposes, the membership totalled 1229 as of January 1, 1963, (see constitution 1963, op. cit. p. 55). The increase therefore is 33 members over a 4 year period. The union has a 'union shop' agreement with the city.)

79/ See supra pages 14-19

80/ R.S.O. 1960, Ch. 145, S. 5 (1) as amended

81/ "Constitution 1963" op. cit. Article No. 8, Section # 2. See also the recommendations "to the members" of Toronto Fire Fighters' Association local union # 113, I.A.F.F., July 12, 1966, by the Executive officers Economic Policy Committee and the Bargaining Committee wherein these groups unanimously recommended acceptance of the Council's offer in its report to the membership.

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demands to the Municipal Council to include adequate provision for such demands in its estimates for expenditures in the forthcoming year. 82/ The Economic Policy Committee is appointed 83/ in August or September to conduct appropriate surveys pertinent to expected demands. Subsequently, the committee meets with the Bargaining Committee to discuss its findings and resolve what demands will be placed before the Municipal Council or Committee thereof. The membership is not appraised of proceedings but the Bargaining Committee is only permitted to conclude tentative agreements within ranges agreed upon with the Economic Policy Committee and must receive ratification at a general meeting. Conversely, the Bargaining Committee must also report to a general meeting when it believes further negotiations will not be fruitful whereupon it requests permission to proceed to arbitration. This was the only local the author found that granted its Bargaining Committee and Economic Policy Committee complete freedom to enter negotiations together with the power to conclude tentative agreements with the City without first having to go before the membership to appraise them of and receive approval for submitting proposed demands. The membership seems content to leave this matter in the hands of the Committees however, and the system seems to work well.

82/ R.S.O. 1960, Ch. 149, S. 9 as amended

83/ Source: Mr. Wm. Noble, Secretary of Local # 113, informed the writer of the following practise during an interview in Toronto, January 20, 1967, (see also note 81, supra).

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Municipal Employees 84/

There are no special enactments which grant municipalities distinctive rights respecting labour relations with their employees. Instead, the Labour Relations Act of Ontario 85/ regulates such relationships and the same procedural conditions which apply to employers and employees in private industry are also applicable to the group under discussion. Municipal employees may join unions, therefore, following which they may legally strike providing stipulated procedural conditions, as provided in the above act, are met. Conversely, the municipalities may cause a lock out.

The above described situation is relatively new. Prior to 1966, the Labour Relations Act allowed:

> Any municipality as defined in The Department of Municipal Affairs Act may declare that this Act shall not apply to it in its relations with its employees or any of them. 86/

The Department of Municipal Affairs Act 87/ defined municipality very broadly which, in effect, allowed a commission or board of same to make

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84/ 'Employees' means clerical, technical and maintenance employees employed by municipalities to perform the necessary governing functions of various departments but excludes police departments, firemen, teachers and hospital employees.

85/ R.S.O. 1960, Ch. 202, as amended

86/ R.S.O. 1960, Ch. 202, S. 89

87/ R.S.O. 1960, Ch. 98, S. 1 (f)

such a declaration. Employees of these 'municipalities' could continue to belong to unions but the 'municipalities' were not obligated to recognize nor negotiate with them. For this reason therefore, it is submitted the employees could not lawfully strike. 88/

The section could be invoked by passing a by-law or minute and there was, therefore, no record available indicating the number of municipalities that had elected to use it. 89/ The unpredictability this section provided was sufficient to urge unions to exert pressure to have it removed. 90/ An example of this unpredictability occurred when the Perth Public Utilities Commission invoked the section after its employees had joined a union which in turn had requested the Labour Relations Board for certification to become bargaining agent. 91/ A bitter struggle ensued which provided added stimulus to have the section repealed. This effort met with success in 1966, 92/ which not only eliminated the right of election in municipalities but forced the municipalities that had previously 'opted out' to recognize and negotiate with bargaining representatives of the municipal employees. 93/

88/ Martin's "Criminal Code of Canada 1965" (Canada Law Book Company Limited Toronto) SS. 365, 366, 372.

89/ Frankel and Pratt, op. cit. page 25. (see footnote # 19)

90/ Brief presented to "The Inquiry Into Civil Rights" (in Ontario) by the Ontario Division of the Canadian Union of Public Employees.

91/ Ibid: Page 10

92/ "Statutes of Ontario" 16-17 Elizabeth II, 1966, Ch. 76, S. 37

93/ "C.U.P.E. vs Board of Education of Town of Burlington" 1966, C.L.L.C., para. 16104

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Quebec:

Municipal constables in Quebec were deemed to be employees of municipalities very early in the development of labour-management relations 94/ and municipalities were deemed to be employers of same. 95/ The problems that had faced other provinces concerning this category of employee had therefore been circumvented in Quebec.

The Labour Code requires any impasses between municipalities and their police forces be settled by means of compulsory binding arbitration through a three member ad hoc arbitration tribunal. 96/ The same provisions apply for firemen 97/ and both categories are forbidden from resorting to strikes. 98/

General municipal employees are also regulated by the Labour Code but while municipalities are designated employers in the field of "public services", 99/ these employees of same do have a legal right to strike providing the negotiation and conciliation procedures in the Labour Code have

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94/ The municipal strikes and lockout Act R.S.Q. 1941, Vol. III, Ch. 169, D. 3 (2). The word "employee" means and includes policemen, firemen . . .

95/ Ibid: S. 3 (1) The word "employer" means any person or body of persons presiding over, administering or controlling any public municipal service . . .

N.B. The municipal strike and lockout act also appeared in 1925, S.Q., Ch. 98. In 1944, this act was replaced by the "Public Service Employers Disputes Act" S.Q. 8 George VI, 1944, Ch. 31 and the latter act was in turn replaced by the Labour Code of Quebec in 1964; S.Q. 12-13 Elizabeth II, 1964, Ch. 45, S. 141 (d). (Emphasis added)

96/ The Labour Code, R.S.Q. 1964, Ch. 141, Sections 82-87

97/ Ibid 98/ Ibid: S. 93 99/ Ibid: S. 1 (n) (i)

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been exhausted. For employees in the private sector, the right to strike accrues 60 days after the Minister receives notice requesting the services of a conciliation officer 100/ but persons employed by a "public service" employer may have the sixty day period extended another twenty days by injunction if the Attorney General requests appointment of a board of inquiry and a superior court judge finds the strike threatens or may threaten to imperil the public health or safety. 101/ No further delay may be initiated by Government, however, and if settlement hasn't been reached the employees may legally strike. Conversely, the employer could legally cause a lock out.

New Brunswick:

The legislature has deemed municipal police and municipalities to be employees and employers respectively in all instances where the latter "(are) empowered to prescribe any term or condition of employment for police officers in a municipality". 102/ No direction by the legislature has been enacted to regulate the resolving of impasses for police or firemen with municipalities and police constitutions in New Brunswick do not contain "no strike" clauses so they are legally able to pursue the same course of action

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100/ Ibid: S. 46

101/ Ibid: S. 99

102/ The Labour Relations Act, R.S.N.B., 1952, Ch. 124, as amended S.N.B. 1966, C. 73

available to employees in private industry including the right to strike.

Firemen, however, while not being restricted to the right to strike by the Legislature do have 'no strike' provisions in their constitutions and are clearly at a disadvantage if a municipality does not accept the recommendation of a conciliation board. The firemen therefore made representations to the select committee of the legislature established to study the Labour Relations Act and this committee recommended the Act be amended to provide binding arbitration for this group and municipalities. 103/ Some municipalities have voluntarily agreed to submit impasses to binding arbitration 104/ but such an arrangement is tenuous and the continuation of same is somewhat dependent upon the continued existance of amicable relationships.

General municipal employees have enjoyed all the rights, privileges and responsibilities of the Labour Relations Act since 1961, when the discretionary section allowing municipalities the right to 'opt out' of the Act was repealed. 105/

Nova Scotia:

The municipal police have been excluded from the Trade Union Act

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103/ "Report of Select Committee of the Legislature established to study the Labour Relations Act" Fredericton, N.B. Report tabled in the House, April 5, 1967, pp. 33-38

104/ Saint John, Moncton and Oromocto (Fredericton has not).

105/ The Labour Relations Act, S.N.B. 1960-61, Ch. 52, S. 1 (4)

by the court decision of R. Vs Labour Relations Board (N.S.) and the Legislature has not seen fit to change this situation (as did New Brunswick) which would compel a municipality to bargain collectively. Some municipalities have, however, voluntarily recognized police associations and have concluded collective agreements with either binding arbitration clauses inserted in the agreements (e.g. City of Halifax) or have understandings whereby impasses will be resolved through the conciliation services available in the Trade Union Act (cities in Cape Breton) and the experience has been relatively satisfactory to the parties on both sides. Voluntary recognition is not province wide, however, and in such situations (e.g. Dartmouth) there is no collective bargaining carried on. Here the police association presents briefs to the city annually and hope the city fathers will be benevolent. Firemen in Nova Scotia do not have any special legislative provisions which could compel municipalities to resolve impasses through binding arbitration so their situation seems analagous to firemen in New Brunswick under existing legislation and to Manitoba firemen before the Fire Departments Arbitration Act was passed in 1954. The cities of Halifax and Dartmouth have voluntarily agreed to include binding arbitration claused in agreements while in Cape Breton the parties resort to Conciliation Boards where recommendations are accepted by both sides as a general rule.

Again, general municipal employees enjoy the full benefits of collective bargaining within the Trade Union Act.

Prince Edward Island:

The Industrial Relations Act provides:

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> "The Council or Commission of any City, town or incorporated village may by resolution declare the municipal corporation to be an employer within the meaning of this Act with respect to an employee or groups of employees designated in the resolution, who are not or may not otherwise be employees within the meaning of this Act, whereupon it shall become such an employer until the resolution is rescinded". 107/

In reply to my inquiry to the Deputy Minister of Labour of P.E.I. requesting the names of municipalities that had been declared by resolution to be employers as provided in the above section, he stated:

> "no declarations have been made but Summerside and Charlottetown both have certified unions with working agreements". 108/

It is difficult to understand how the unions can be certified under provisions of the Industrial Relations Act when the employers are not "employers" within its meaning. Furthermore, the municipalities would not be compelled to recognize nor negotiate with such unions but experience has been one of recognition and negotiation and the parties on both sides seem relatively satisfactory with present circumstances. It is submitted that if a strike between the groups under discussion became threatened or actual the anomalies existing in the Act would come under greater scrutiny which would necessitate amendments. An example of such an anomaly is as follows wherein the Act states:

107/ ...P.E.I. 1962, Ch. 18, S. 1 (j) (ii) (b)

108/ Letter to the author dated November 18, 1966.

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> "A trade union that is not entitled to bargain collectively under this Act on behalf of a unit of employees shall not declare or authorize a strike of employees in that unit." 109/

In view of the above discussion, an argument could certainly be made that municipal employees are not entitled to bargain colletively under the Act and therefore cannot legally strike. There is no doubt on this point regarding police and firemen who are prohibited from resorting to strikes. 110/ Instead they must submit any impasses to an ad hoc three member Arbitration Board which renders a decision which is final and binding. 111/ The inescapable fact remains however, that the question of whether a municipality would be compelled to submit to arbitration, not having declared itself an employer within the Act, remains to be settled at a future date.

Newfoundland:

Police and firemen in the city of Saint Johns are employees of the provincial government 112/ and are therefore excluded from the Labour Relations Act. Other municipalities are policed by the R.C.M.P. and except Cornerbrook, fire departments are largely volunteer with little collective bargaining being carried on. In Cornerbrook, the firemen belong to a local of the I.A.F.F. and therefore, have a 'no strike' clause in their constitu-

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109/ The Industrial Relations Act, 1962, Ch. 18, S. 40 (1)

110/ Ibid: S. 44 (1) as amended 1966, Ch. 19, S. 5

111/ Ibid: It is noteworthy that the two categories of employees were prohibited from striking by enactment in 1962 but the arbitration procedure became available in 1966 through amendment.

112/ Letter to the author from Mr. G. Malone, Assistant Deputy Minister, Department of Labour, Newfoundland, dated October 30, 1967.

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tion. The Labour Relations Act applies and the firemen therefore are in a situation quite analagous to New Brunswick and Nova Scotia where conciliation board recommendations are not binding on the municipality but robs the union of any further action to puruse its demands.

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Chapter II

Collective Bargaining Structure

Freedom of Association:

The three categories of employees under discussion are free to form employee associations and there appear to be no exceptions to that general rule throughout Canada. Municipal police in Alberta, 113/ Manitoba, 114/ Ontario 115/and Quebec 116/ are prohibited from becoming members in an association which is a branch or local of , or is affiliated with, any provincial, national or international trade union or association of trade unions. Local associations do form provincial associations of municipal police, however, and there is a national association called the Canadian Police Association.

Firemen and general municipal employees are not similarly restricted in affiliating with other trade unions nor are police associations in provinces other than above mentioned. Indeed, many police associations do affiliate with trade unions in provinces where this prohibition does not apply. For example, in New Brunswick, the municipal police associations in Saint John, Moncton, Fredericton, Edmunston, Bathurst, Woodstock, and Grand Falls are locals of C.U.P.E. 117/ and until recently the city of Vancouver

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113/ The Police Act, R.S.A., 1955, Ch. 236, S. 24

114/ The Labour Relations Act, R.S.M., 1954, Ch. 132, S. 9 (6)

115/ The Police Act, R.S.O., 1960, Ch. 298, S. 26

116/ The Labour Code, R.S.Q., 1964, Ch. 141, S. 4

117/ Source: Mr. John MacMillan, Director of organization, C.U.P.E., Ottawa.

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police union was a directly chartered local of the C.L.C. but had its charter withdrawn on its own initiative.

Bargaining Unit:

Municipal police associations in Ontario and Manitoba not only bargain for the police officers but include the civilian employees attached to the Department. This situation in Ontario is relatively new. Prior to 1965, there was little or no similarity between rights and obligations of 'civilian employees' attached to police departments. While the Labour Relations Act has specifically excluded ". . . a member of a police force within the meaning of the Police Act" 118/ there was little doubt the exclusion did not extend to 'civilian employees'. 119/ All doubts were settled on this question in 1964 when it was held 120/ that 'civilians' were not members of a police force; had a right to become certified by the Labour Relations Board and enjoy all the rights and privileges granted by the Labour Relations Act to employees of private industry. This decision was overruled and the rights effectively extinguished by the Legislature in 1965, however, when the Police Act was amended to read,

> Every person employed in a police force shall be deemed to be a member thereof. 121/

118/ R.S.O. 1960, Ch. 202, S. 2 (d)

119/ R. vs. Ontario Labour Relations Board, 1964, 2 O.R., 260 at 261 (Note: The Board of Commissioners of police for the city of Windsor and the Canadian Union of Public Employees representing civilians attached to the municipal police force has signed collective agreements since 1957 under the provisions of the Labour Relations Act believing this Act was applicable.)

120/ Ibid

121/ S.O. 13-14 Elizabeth II, 1965, Ch. 99, S. 6 (1)

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Thus 'civilians' must submit themselves to the same rights, prohibitions, etc. as police officers and are prohibited from resorting to strikes. In Manitoba, as a general rule, the police associations are bargaining agents for the 'civilians' attached to police departments but this situation exists due to the civilians voluntarily choosing the associations to be their representatives which have consequently been certified bargaining agents by the Labour Board. The 'civilians' have, therefore, relinquished the right to affiliate with provincial, national or international trade unions, 122/ but there is no agitation for change in the method of representation on the part of the civilians who seem to be quite satisfied with the present practise.

Civilians attached to police departments comprise separate 'bargaining units' that would (under Labour Acts) be defined as appropriate for bargaining purposes. As a general rule, in provinces other than Manitoba and Ontario the 'units' are represented by the union which represents the clerical (inside) employees at city hall. However, because civilians attached to police departments are 'appropriate units', separate agreements are signed between the Board of Commissioners of Police and representatives of the civilians and this is also the practise in Ontario and Manitoba.

122/ See note # 122

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While civilians attached to police departments are 'separate bargaining units' they do not, except in Ontario, have restrictions placed upon their right to resort to strike. While police in most provinces are prohibited from withdrawing their services and therefore must resolve any impasses reached through negotiations with municipalities to binding arbitration, this procedure could become an exercise in futility if 'civilians' attached to a department went on strike. The major purpose in having police and municipalities refer their differences that remain unresolved to an arbitration tribunal is to ensure continued protective services to the public. Surely if the civilian staff attached to a department were permitted to withdraw their services the efficiency of a police department would be greatly curtailed. The proportion of civilians attached to a police department is relatively high as the following examples illustrate:

City	Police members	Civilians	Percentage of total strength represented by civilians. 123/
Metropolitan Toronto	2898	691	19.25%
City of Vancouver	735	160	17.87%

(For an enumeration of the positions occupied by a civilian staff see appendix # 1 which serves to illustrate the importance which attaches to a civilian staff in the overall operations of a police department.)

123/ Source: Vancouver: Collective Agreements on file at Department of Labour between Vancouver Board of Commissioners of Police and Vancouver City Hall Employees' Association signed May, 1966.

Toronto: Figures supplied by Magistrate C.O. Bick, Chairman, Board of Commissioners of Police, Metro-Toronto.

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Surely there can be no justification for differentiating between the two groups under discussion so far as rights, responsibilities and restrictions in labour relations are concerned. When legislators were called upon to provide police officers with a system of collective bargaining they categorized such employees as having a special or peculiar status distinct from other employees. This was largely due to the belief that police services could not be dispensed with under any circumstances and secondly the 'disciplanary' requirements associated with the force required special treatment also. 'Civilians' attached to the department were either overlooked or considered not to be compatible to such restrictions. However, Ontario has recognized the fact that police departments could not operate efficiently without the assistance of the civilians and with public employees placing increasing respect in the potential strength and value of the strike weapon has taken positive action to remedy the situation. Legislators in other provinces should reconsider this vital question and follow the Ontario lead in making all members of a police department subject to the same conditions concerning labour relations problems. Manitoba's voluntary system is a step in this direction which prohibits 'civilians' from affiliating with trade unions as long as police associations are their representatives. However, the question of 'civilians' withdrawing their services has not risen to date in Manitoba but I submit potential problems could develop at some future date and it would be advantageous if the legislators of that province addressed themselves to the problem now.

Firemen in Alberta, Saskatchewan, Ontario and Manitoba have special legislation (apart from the Labour Acts) respecting labour relations

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with municipalities. Of the above four, only Manitoba makes provisions for determining a bargaining 'unit' by the Labour Board. 124/ The other three merely refer to "full time firefighters" who are defined to mean:

> a person regularly employed in the fire department on a full-time salaried basis and assigned exclusively to fire protection or fire prevention duties and includes officers and technicians. 125/

and a majority of full time fire fighters may form a committee or an association to represent them at the bargaining table without rigid procedures.126/ In Manitoba, and the remaining provinces, the unit is determined by the Labour Boards and the practise is to deem all fire fighters in one municipality one bargaining unit but chiefs and deputy chiefs are excluded.

General municipal employees are regulated by the various Labour Acts and consequently the Labour Relations Boards determine the 'appropriate bargaining unit'.

124/ Manitoba Fire Departments Arbitration Act, R.S.M. 1954, Ch. 8, S. 3

125/ Ontario Fire Departments Act: R.S.O., 1960, Ch. 145, S. 1 (c) as amended (see also: The Alberta Fire Departments Platoon Act, R.S.A. 1955, Ch. 114, S. 8 (b) and the Saskatchewan Fire Departments Platoon Act, R.S.S. 1965, Ch. 173, S. 1 (b)).

126/ In an interview with Mr. W. Noble, Secretary of the Toronto Fire Fighters' Association, I.A.F.F. Local # 113, he informed the author he has never known of any local in Canada that has had any difficulty in determining a bargaining unit either through the Fire Department Platoon Acts or by the Labour Relations Boards. Mr. Noble has been secretary of the Toronto local since 1946. (For additional material see the discussion at note 71 et Seq.)

As a general rule these employees may be categorized into two main groupings. First there are the clerical employees at city Hall and the second are the Trades and Labour groups. The latter, usually referred to as the 'outside employees' include janitors, garbage collectors, employees attached to the waterworks operations of the city and employees attached to the power commission (if any) of the city and the transit workers. 127/ This second grouping may have several 'appropriate units' depending upon the nature of their work.

Certification:

Municipal police in Alberta and Ontario are excluded from Labour (Relations) Acts and there are consequently no provisions for certification of police associations by the Labour Relations Boards. 128/ The Nova Scotia Labour Relations Boards does not certify police associations due to the court decision previously cited 129/ but the practise in each other province 130/ has been for Labour Relations Boards to grant certification to police associations.

Firemen's Unions in Alberta and Ontario are also excluded from the Labour (Relations) Acts 131/ and consequently there are no provisions for certification by the respective Labour Relations Boards. While

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127/ The examples cited refer to the cities of Edmonton, Alberta and Vancouver, B.C.

128/ Alberta Labour Act, R.S.A. 1955, Ch. 167, S. 4 (c) as amended. Ontario Labour Relations Act, R.S.O. 1960, Ch. 202, S. 2 (d)

129/ See note 106

130/ Newfoundland does not apply because Saint John's police are provincial government employees and all other communities use R.C.M.P.

131/ Alberta Fire Departments Platoon Act, R.S.A. 1955, Ch. 114, S. 8; Ontario Labour Relations Act; R.S.O. 1960, Ch. 202, S. 4 (e)

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Saskatchewan and Manitoba firemen have special Acts respecting their relationships with municipalities they incorporate into such acts many features of the Labour Relations Acts (Trade Union Act in Saskatchewan) and therefore the Labour Relations Boards do in fact certify local fire-fighters unions and in all other provinces the firemen are certified by the Labour Relations Boards. The Labour Relations Boards in each province have authority to certify bargaining agents of general municipal employees. 132/ Following certification the bargaining agent is the exclusive representative of the employees in an appropriate unit until such certification is revoked by the Board. In situations where certification is not provided for (police and firemen mentioned above) there are nevertheless requirements in the special acts regulating their labour relations with municipalities that a majority of the employees select a bargaining committee, or if over 50% of the employees are members in an association it represents the employees. For all groups under discussion, therefore, an exclusiveness of representation attaches and there appears to be no problem here.

Bargaining Agent:

The bargaining agent representing the members of police associations at the bargaining table is usually a committee of the local membership which is either chosen by the executive; 133/ elected by the

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132/ This is carried on in P.E.I. also but one must recall the potential problems associated with such practise as expressed earlier in this report.

133/ The practise followed in Vancouver

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membership 134/ ; or stipulated in the constitution. 135/ The Legislation in Quebec, Ontario, Manitoba and Alberta which restricts affiliation of police associations with trade unions has probably fostered the growth of negotiating committees from within the associations. As previously noted there are many police associations in New Brunswick which are locals of C.U.P.E. and this organization actively participates in their negotiations.

Firemen have always made it a practise to handle their own negotiations. The firemen interviewed expressed the opinion and seemed to delight in the fact that only firemen can know and appreciate the needs of firemen and the practise is usually to have members of the executive represent the members at the bargaining table. The committee is chosen in similar ways to the police.

It is estimated there are approximately 100,000 general municipal employees within the meaning as being discussed in this report in Canada. 136/ C.U.P.E. claims 80% of such employees as members and the bulk of the remainder belong to C.N.T.U. in Quebec or are independent. 137/ In view of the above, therefore, the following discussion is devoted to the method of representation which has been established by C.U.P.E. C.U.P.E. divides Canada into 5 regions as follows, Alberta and British Columbia forms 1 region, Saskatchewan and Manitoba the second, Ontario and Quebec

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134/ The practise followed in Saskatoon.

135/ The practise followed in Winnipeg.

136/ Source: Mr. John MacMillan, Canadian Union Public Employees, Ottawa and Mr. T. Paproski, Canadian Federation of Mayors and Municipalities, Ottawa. This figure excludes fire fighters and police where police are prohibited from joining or affiliating with trade unions.

137/ An example of an independent is the Vancouver Civic Employees Union (inside employees) Local 15 which has approximately 1700 members.

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are each one with the Atlantic provinces forming the fifth. In each province, there are regional offices strategically located to serve a specified area. For example, in British Columbia there are offices in Kelowna and Trail to serve the interior and in Vancouver and Victoria on the coast. The office in Vancouver has three representatives and secretaries whereas each of the other offices have one representative with a secretary. Each representative is assigned a specific number of locals to service and must make monthly reports to the National Office in Ottawa on his activities. Each representative can request the services of the national staff which includes specialists in research, legislative developments, public relations, education and organization.

Each local is autonomous in that it decides by means of a vote on what offers to accept, but area bargaining is becoming the sought after goal which has been developing due largely to the influence of C.U.P.E. The representatives call the executives together of the locals which he services. A program is agreed upon as to what demands will be sought after. The locals are thereupon asked to approve the program and once having done so are committed to it. The representative will then be the chief spokesman at any round of negotiations to which the locals in the area belong and in effect he is speaking for several locals even though the municipalities have not, as a rule, joined employer associations. 138/ However, one finds that

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138/ Winnipeg is an example where there are C.U.P.E. locals in the City of Winnipeg, St. Boniface, West and East Kildonan, DesChênes, Stienback, etc. This influence of C.U.P.E. can be extended to the national scene as well where a labourer in Montreal and Toronto both presently earn $2.61 per hour basic while Vancouver is $2.62.

demands on one municipality will be the same as demands on a neighboring municipality with an increasing amount of opposition to settlements that are not at parity with each other. 139/

The Employer:

Employers of police officers in cities where interviews were conducted were Boards of Commissioners of Police made up of three persons including the mayor, a judge and one other person. The latter two are designates of the Lieutenant-Governor in Council. 140/ The Board represents the city at bargaining sessions but must acquire approval from council before making any firm committments. Preparations for negotiations are generally carried out by the personnel department or committee of same. The committee also gathers data respecting firemen and general municipal employees. The personnel manager togetherwith a commissioner of the city usually represent the city at negotiations for employees other than the police. In Winnipeg, the personnel manager, his assistant and usually a member of council meet the employees' representatives. They are referred to as the management committee. This committee will have submitted its proposals to the utilities and personnel committee which is a committee of council with authority to change somewhat the intended offer of the management committee. The two committees work closely with one another and

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139/ Source: Discussion with the various unions in Edmonton.

140/ Example: See R.S.O. 1960, Ch. 298, S. 7 as amended.

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I am informed 141/ very little changes are necessary once they have agreed on the general approach to be taken. Final authority rests with council but experience has illustrated this is primarily a formality because the two committees include many members of council who are extremely well versed in the entire matter by the time a tentative agreement has been reached and a recommendation of the management committee is very rarely rejected or amended. A new experiment is taking place in the Vancouver area. New Westminister, since 1962, has agreed with its employees' representatives to pay the same salary rate (for comparable work) as may be agreed upon through negotiations in the City of Vancouver. When Vancouver has concluded an agreement therefore, the city of New Westminister and its employees' representatives would merely draw up a contract with the same wages and working conditions in their agreements eliminating the expense and time involved in having to participate in negotiations. In 1965, the City of Vancouver, New Westminister and Burnaby established a "Municipal Labour Relations Bureau" which is supported on a pro rata basis by the three communities. The Bureau has a full time director and staff whose main function is to inform the municipalities it represents what they can logistically pay in any forthcoming round of negotiations. The Director usually meets with the mayor of each representative municipality by mid September, after having conducted a survey of paying rates in the surrounding area. Industry and other municipalities are included in the survey but the survey is

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141/ J. R. Stuart personnel manager, city of Winnipeg.

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restricted to the immediate Metropolitan Vancouver area. The Director is the spokesman at all bargaining sessions, and the personnel Director of each municipality together with a commissioner usually attend but do so in an advisory capacity only. All agreements are tentative and must be submitted to the respective councils for approval. While this program is new, city officials express genuine pleasure at success it has met with thus far. The Bureau is becoming a highly specialized organization with its staff devoting full time to surveying and preparing data to substantiate its position taken at the bargaining table thus freeing the personnel of the supporting municipalities to devote their energies elsewhere. They expect to have other centres in the area join the Bureau eventually (such as West and North Vancouver) that to date have elected to continue their own negotiating.

While the experiment is still in its infancy and conclusions on its success therefore premature it is nevertheless interesting to note that municipalities are becoming extremely astute to the requirements of a sophisticated approach to collective bargaining and are willing to meet the challenge through association thus affording a common approach to the problems associated with collective bargaining. Furthermore, while the Vanvouver area has initiated a new approach to the problem of collective bargaining centres have also become more sophisticated through the years since Frankel and Pratt published their work in 1954 and little or no confusion exists today over actually who is the employer. 142/ The views expressed by representatives of both sides indicated that municipalities have developed

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142/ Frankel and Pratt, op.cit., page 35 et seq.

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a mature attitude to collective bargaining and while the representatives must receive approval from council this apparently is accepted as a necessary step in the bargaining procedure and presents little or no problem.

Union Security:

In a survey of 112 collective agreements, 42 (37.50%) contained 'Union Ship' provisions; 62 (55.36%) has the 'Rand Formula' and 8 (7.14%) had a modified Rand Formula in that check off was compulsory for all employees but a donee could designate that only a portion of his deduction be donated to a charitable institution of his choosing, with the balance going to the union to help defray operating expenses.

64% of the police associations follow the Rand Formula whereas 56.25% of the firemen have this right. Of those interviewed, under this arrangement it was learned that practically without exception both groups claim 100% memberships. The unions representing general municipal employees which follow the Rand Formula vary a great deal in the percentage of membership in the union to the actual number of employees eligible to become members. Of those interviewed the range was found to be as low as 68.75% to a high of 95.12% with an average of approximately 84%. 143/ Nevertheless,

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143/ Examples:

		Employees	Members	Percentage
I.B.E.W.	Edmonton Local 1007;	820	780	95.12%
C.U.P.E.	Edmonton (Inside) Local 52;	1600	1100	68.75%
C.U.P.E.	Edmonton (outside) Local 30;	1500	1200	80.00%
C.U.P.E.	Winnipeg (Outside) Local 500; (Inside)	3000	2750	91.66%

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little evidence is apparent for change from the Rand Formula to Union Shop. The author found that unions are more intent on initiating benefits for existing members (e.g. group insurance plans) which the non-members are supporting and which union leaders believe will eventually entice them into becoming members. 144/ In this manner the impression is widely held whether factual or illusory, that the union can exercise control over who joins its ranks. An analogy would be 'something difficult to obtain is worth making the effort for'. Table # 2 illustrates the areas and categories where the various types of union security are most prevalent.

144/ One factor contributing to non members remaining so was explained to be due to the number of married women in the employ of cities. For example, the 500 non members in Edmonton Inside Workers is composed of approximately 335 married women who have no desire of becoming union members and do not overtly begrudge dues deduction.

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TABLE # 2

	POLICE				FIREMEN				INSIDE & OUTSIDE				OUTSIDE EMPLOYEES				INSIDE EMPLOYEES			
	# Agreements	Rand Formula	Union Shop	Modified Rand	# Agreements	Rand Formula	Union Shop	Modified Rand	# Agreements	Rand Formula	Union Shop	Modified Rand	# Agreements	Rand Formula	Union Shop	Modified Rand	# Agreements	Rand Formula	Union Shop	Modified Rand
		%	%	%		%	%	%		%	%	%		%	%	%		%	%	%
Maritimes		100.00	0	0		100.00	0	0						0	100.00	0		100.00	0	0
Quebec		100.00	0	0		100.00	0	0						100.00	0	0		100.00	0	0
Ontario		44.44	44.44	11.12		25.00	58.33	16.67						41.67	41.67	16.66		33.33	44.44	22.23
Manitoba		100.00	0	0		100.00	0	0		50.00	0	50.00		0	0	0		0	0	0
Saskatchewan		0	100.00	0		0	100.00	0						0	100.00	0		100.00	0	0
Alberta		100.00	0	0		100.00	0	0						100.00	0	0		100.00	0	0
British Columbia		50.00	50.00	0		57.14	42.86	0		25.00	75.00	0		66.67	33.33	0		33.33	66.67	0
Total per employee category	25	64.00	32.00	4.00	32	56.25	37.50	6.25	6	33.33	50.00	16.67	26	50.00	42.31	7.69	23	56.52	34.78	8.70

Overall Total:

Number	112
% Rand Formula	55.36
% Union Shop	37.50
% Modified Rand Formula	7.14

Source: Collective agreements on file at Department of Labour, Ottawa.

Negotiations:

Municipal governments and representatives of their employees have two major problems to contend with when preparing for negotiations which are classifications and the choosing of other municipalities or industries for comparison purposes that will be acceptable to both parties.

Each municipality has its own system of classifying positions and while titlesof positions in one city may be similar to those in another, the similirality ends there. Exceptions do exist, such as police, firemen and labourers, where the duties for example, of a first class constable in Vancouver may readily be compared to the first class constable in Toronto, Montreal or other centres with a reasonable degree of assurance they will be performing the same functions in each.

These exceptions are, however, rare. As a result, the parties at the negotiating table are very often frustrated in their attempt to convince the other that the comparisons are relevant.

Improvements are, however, being made. The Canadian Federation of Mayors and Municipalities, which has approximately 360 municipalities as members, conducts surveys of wages and working conditions of municipal employees and distributes its results to the member municipalities. Since 1960, the Federation has been producing the survey on a year round monthly basis which keeps the members informed of current conditions. In January 1967, the Federation revised the questionnaire to include space for job descriptions. This change was brought about through the urging of member municipalities because they realized the nature of the collective bargaining

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process required that a wide variety of comparative information be made available.

Unions have also available to them a definite advantage, especially locals of C.U.P.E., in that a well trained research staff at the national office is devoting considerable energies to provide its locals with comparative information to enable them to approach the bargaining table better informed and prepared. The results of such resources are beginning to cause the parties to re evalute their systems with a view to make changes to suit the requirements for more peaceful collective bargaining. Edmonton is presently introducing a new classification program which it anticipates will create greater operating efficiency and make for easier and more realistic comparisons to employees of other municipalities in related work.

The second major problem confronting the parties is the wide disparity that exists between them over what municipalities to select and in what areas to look for comparison purposes. Several distinct approaches have been adopted by municipalities which have been developed over the past fifteen years. Vancouver argues that the proper criterion is to pay the average wage paid for comparable work performed by employees in private industry in the area. To pay municipal employees higher wages than the tax payers for comparable work would be unfair to the tax payers and conversely, to pay less would be unfair to the municipal employees. It is recognized the latter course would precipitate a movement of municipal employees to private industry which would result in an inefficient municipal operation

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with sub standard employees. 145/

The city of Edmonton adopts the view that it should not restrict its surveys to private industry in the immediate area nor to municipalities in the province. Rather, it looks to centres such as Winnipeg, Regina, Saskatoon, Calgary and Vancouver for comparison purposes and believes the cities should pay more than salaries being paid by private industry in the immediate area especially in such operations which the city competes with private industry. The writer was informed that the argument advanced by Vancouver that it is unfair to the tax payer to pay municipal employees wages that are higher than the average paid by industry in the community cannot be accepted because the city is involved in many public utilities ventures (Edmonton owns and operates its own telephone system, in addition to many other utilities) and must attract and retain in its employ the best qualified people available. In this way, the tax payer benefits to a greater extent if the operations are efficient as a result of having highly qualified personnel. The personnel director for the city based his argument on the fact that the Edmonton Public Utilities in 1966, netted the city thirteen million dollars thereby reducing the tax rate by 16.78 mills.

The third approach is the one taken by Winnipeg which restricts its surveys to "salaries paid (for comparable work) in sister cities within the Metropolitan area of Greater Winnipeg." 146/ The basic argument is that

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145/ Submission by the city of Vancouver to the conciliation board in the matter of the dispute between the city of Vancouver and the I.B.E.W. Local 213, April 17, 1967. pp. 3 et seq.

146/ Submission by the city of Winnipeg to the Board of Arbitration in the matter of the dispute between the city of Winnipeg and the I.A.F.F., Local 867, in connection with negotiations for a working agreement for the period of January 1, 1967 to December 31, 1967. page 13.

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since employees are almost exclusively recruited from within the city, comparisons with cities across Canada are of little value. The Personnel Director for the city informed the writer that while some industries in the area pay higher rates, such as the C.N.R. and Imperial Oil Limited, he believes the city compares favourably with private industry in the area although emphasis is placed on the survey results related to municipalities in the surroundings areas.

The city of Toronto uses another approach which compares its salaries to those of other municipalities in the Province. 147/ Salaries paid employees in private industry in the metropolitan area are also studied but emphasis is placed on the rates of municipalities in the province.

Another approach to the problem of surveys was that followed by Saskatoon which studies rates of pay for municipal employees in cities of comparable size in the 'economic area' which, in this instance, includes the Prairies. It is accepted by city officials that such municipalities perform similar functions to Saskatoon and therefore they should be paying comparative salaries. Of course, the officials hasten to point out that other variables may influence the result such as the number and size of industries in a particular community which influences the salary determination of the municipality for its employees but again, the emphasis is to look at municipalities in the 'economic area'.

147/ Submission by the city of Toronto to the Board of Conciliation in the matter of dispute between the Corporation of the city of Toronto and the civic employees union no. 43, dated October 24, 1966.

Unions do not share the views of the municipalities regarding restriction of areas to be surveyed. Rather, they invariably go far afield to choose the centres paying higher salaries and greater fringe benefits than they are enjoying and present arguments to substantiate their choices. Vancouver firefighters look to Toronto and Montreal to illustrate a percentage gain in those centres although Vancouver firefighters are paid a higher rate. The comparison is made to substantiate Vancouver's claim that it too should receive the same percentage gain. 148/ Winnipeg firefighters compared their employer to ten cities outside Manitoba including Montreal and Victoria, B.C. in its submissions before a Board of Arbitration in 1967, 149/ in addition to the four major centres in the Metropolitan Winnipeg Area. 150/ Furthermore, Unions in Vancouver are beginning to include statistics in submissions to arbitration and conciliation boards concerning salaries and fringe benefits being received by counterparts in the United States. 151/ The firemen and policemen in Montreal also look south of the border. The firemen argue New York city is close enough geographically, as well as size

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148/ Submission by I.A.F.F. Local # 18 of Vancouver to the Conciliation Board in the matter of the dispute between the city of Vancouver and I.A.F.F. Local # 18, dated April 1967, page 10.

149/ Submission by I.A.F.F. Local # 867 of Winnipeg to the Board of Arbitration in the matter of the dispute between the city of Winnipeg and I.A.F.F. Local # 867 for 1967 Working Agreement (undated). The cities were: Victoria, Vancouver, Calgary, Edmonton, Regina, Saskatoon, Hamilton, Toronto, Ottawa, Montreal, pp. 9 and 13

150/ Ibid, page 9

151/ Submission by I.A.F.F. Local # 18, 1967, op. cit. page 10: See also submission by city of Vancouver, I.B.E.W., Local 213, 1967, op. cit. pp. 7-11 inclusive.

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and population to Montreal to be a valid yardstick and also because firefighters in New York face similar problems and do similar work to that of Montreal firefighters. The police argue the cost of living in Montreal is rapidly becoming in balance with cities in the U.S. and while they have restricted their comparisons to Toronto and Vancouver to date, comparisons to U.S. cities will certainly play an important role in the next round of negotiations.

The city of Vancouver has also made comparisons to municipalities in the United States 152/ and while one may say cities follow a more restricted area for survey purposes they too will go far afield when it suits their purposes.

Conciliation and Arbitration Boards have not accepted the arguments presented relating to comparisons in the United States. Rather, they place greater emphasis on what the conditions are in relation to the 'economic area' of which the municipality is a part.

The writer found that most recommendations and awards give very little information as to the reasons Boards have for arriving at their decisions but through interviews conducted together with reviews of Arbitration and Conciliation reports the following quotations succintly illustrates the point being made. A Vancouver Conciliation Board stated that:

152/ Submission by the city of Vancouver to the Board of Conciliation in the matter of the dispute between the city of Vancouver and I.A.F.F., Local # 18, dated February 27th, 1965, pp. 4-6 inclusive.

> "In respect to the wage demands of the union, the Board is of the opinion that, on the material placed before it, the city's offer of a wage increase of 5.65% is not only sufficient to give the employees involved rates of wages comparative to other workers in similar employment but is also within the pattern which may well be established for all other civic workers. Moreover, the Board is of the opinion that this increase will bring the rates of pay for the units concerned into substantial parity with similar work performed in the private sector of the economy apart from the construction industry.
> The Board is mindful of the Union's contention that the hourly rates resulting from the application of a 5.65% increase are somewhat lower than the hourly rates paid by construction firms in British Columbia. There is no question but that this is the case.
> This difference, however, when comparative "fringe benefits" are added to the total package, is not great and it must be kept in mind that workers in the construction industry do not have the continuity of employment or job security which are enjoyed by civic workers." 153/

In an Arbitration Award involving the city of Winnipeg and firefighters the Board stated:

> "Material was submitted by the Association indicating that while salary levels in Winnipeg ranked fourth among ten representative Canadian cities in 1962, they ranked tenth in 1966. (Exhibit 5) The city contended that salaries paid in area municipalities were more relevant than out-of-province centers. . .
> It is our opinion that a valid comparison should relate to other centers in the same general economic region, in this case the Prairie provinces. We have taken particular note of such cities as Regina, Calgary, Edmonton and Saskatoon. 154/

153/ Report of the Conciliation Board in the matter of the dispute between the city of Vancouver and I.B.E.W., Local # 213, April 13, 1966, pp. 3-4

154/ Report of the Board of Arbitration in the matter of the dispute between the city of Winnipeg and I.A.F.F. Local # 867, May 19th, 1967, pp. 3-4-5.

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In view of the positions accepted by Conciliation and Arbitration Boards both parties would be well advised to adopt policies of pay research which coincide with this thinking. Indeed, union briefs to such boards surely are more relevant and persuasive if they can illustrate that their wages are lower than municipalities and industry in the general 'economic area'. Conversely, persuasiveness loses its cogency when they must go far afield to substantiate their views. Each municipality also has a responsibility to present arguments that its wages are comparable to others in the general area and will definitely find more favor with the Boards if it can show that its present pay scale compares to municipalities in the 'economic area' which would in most instances be province wide. This problem is a continuing one and requires serious attention in a responsible manner by both parties. If an agreement could be arrived at on what comparisons will be considered a serious obstacle to more reasonable collective bargaining would be greatly lessened.

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Chapter III

Collective Agreements

A) Time required to conclude agreements:

Through interviews it was found that negotiations may take as few as two months and as long as twelve. The average was 5.56 months. Furthermore, parties on both sides agreed that meetings are held once each week on the average through the negotiation period.

B) Concluding Agreements: Method of Settlement:

In a survey of 256 collective agreements 155/ it was discovered 58.20% were concluded through actual negotiations. 5.86% were concluded after conciliation officers gave assistance. 150 of the above agreements were firemen and police and of these 40.67% were settled through arbitration board awards. The remainder, 106 agreements, involved general municipal employees and they resorted to conciliation boards 29 times (27.36%). 1.89% of the agreements were concluded after the employees had been out on strike.

Table #3 illustrates our findings.

155/ Note: The survey included press clippings attached to collective agreements on file with the Department of Labour, Ottawa.

TABLE # 3

Method of Settlement

	1953-1966 No. of Agreements	Reached through Negotiations	Conciliation Officer	Arbitration Board
Police:		%	%	%
Ottawa		72.73	0	27.27
Winnipeg		66.67	0	33.33
Vancouver		7.14	7.14	85.72
Edmonton		80.00	0	20.00
Saskatoon		91.67	0	8.33
Toronto city		22.22	11.11	66.67
Montreal		75.00	0	25.00
Total	76	57.89	2.63	39.48
Firefighters:				
Ottawa		50.00	0	50.00
Winnipeg		53.33	0	46.67
Vancouver		23.08	7.69	69.23
Edmonton		63.64	0	36.36
[illegible]		80.00	0	20.00
[illegible]		66.67	0	33.33
[illegible]		62.50	12.50	25.00
[illegible]	74	55.41	2.70	41.89

General Municipal Employees:				Conciliation Board	Strikes %
Ottawa		44.44	0	55.56	0
Winnipeg		81.82	0	18.18	0
Vancouver		29.63	22.22	40.74	7.41 *
Edmonton		83.33	16.67	0	0
Saskatoon		100.00	0	0	0
Toronto city		52.94	5.88	41.18	0 *
Montreal		66.67	6.67	26.66	0 *
Total	10[illegible]	60.58	10.37	27.36	1.89
Grand Total	25[illegible]	58.20	5.86		

Sources: Collective agreements with attached press clippings on file at Department of Labour, Ottawa.

* Strikes: Vancouver: (both strikes by outside workers 1964 = 15 days and 1966 = 44 days)

Toronto city: (garbage workers struck in 1966 4 days - This was against Metro)

Montreal: (2 strikes in 1966 - but were for conclusion of 1967 agreements)

C) Conciliation and Arbitration Services

The following table outlines the various services available to the categories of employees under discussion following a breakdown in negotiations.

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TABLE # 4

Province	Police	Firemen	General Municipal Employees	Police	Firemen	General Municipal Employees	Police	Firemen	General Municipal Employees
British Columbia	yes	yes	yes	n/a	n/a	yes	yes	yes	n/a
Alberta	yes	no	yes	n/a	n/a	yes	yes	yes	n/a
Saskatchewan	no	no	yes	n/a	n/a	yes	yes	yes	n/a
Manitoba	yes	yes	yes	n/a	n/a	yes	yes	yes	n/a
Ontario	no	no	yes	n/a	n/a	yes	yes	yes	n/a
Quebec	yes	yes	yes	n/a	n/a	yes	yes	yes	n/a
New Brunswick	yes	yes	yes	yes	yes	yes	n/a	n/a	n/a
Nova Scotia	n/a	yes	yes	n/a	yes	yes	n/a	n/a	n/a
Prince Edward Island	yes	yes	yes	n/a	n/a	yes	yes	yes	n/a
Newfoundland	n/a	yes	yes	n/a	yes	yes	n/a	n/a	n/a

Source: The applicable provincial statutes.

D) (i) Conciliation Officer

It is noted in Table #4 that Alberta, Saskatchewan and Ontario make no provisions for conciliation officers in their statutes regulating labour relations between police and firemen with municipalities. Rather they proceed directly to an Arbitration Board following a breakdown in negotiations. Police in Nova Scotia are excluded from the Trade Union Act and Newfoundland has the R.C.M.P. or St. John's constabulary so they also are not applicable to the Labour Relations Act.

The general consensus of opinion received through interviews on the relative worthiness of conciliation officers in effecting settlements in the provinces where such services are available is that while they serve a useful purpose in allowing the parties time to reevaluate their positions they believe the conciliation officer would play a more effective role if he, and not the Minister, had authority to decide whether a Conciliation Board (or Arbitration Board) should be appointed and furthermore that his findings should be made public. If he chose not to recommend a Board his report would then become that of a Board and therefore binding if the second step was the appointment of an Arbitration Board. The reasoning for the above is couched in the belief that the parties would be more conscious of re-evaluating their relative positions due to the added uncertainty associated with this innovation and therefore cause greater emphasis being placed upon reaching a settlement at this stage of collective bargaining than is presently the case.

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While the suggestions contain some merit the writer is of the opinion that greater care should be placed upon the choosing of appointees so as to obtain conciliators who are more conversant with the problems facing the parties and who therefore can make more reasonable recommendations. In Winnipeg in 1967 the city and the civic employees union (C.U.P.E. local 500) reached an impasse whereby a conciliation officer was appointed to endeavour to bring about a settlement. Both parties admitted they could not possibly see a strike being averted due to their divergent views, but the conciliation officer was extremely diligent, had an excellent understanding of the problems facing both parties and was successful in getting the parties to compromise to the point where a settlement was reached. The present practise of choosing conciliation officers is to appoint someone in the provincial labour department (Federal department where available, such as Vancouver) and I submit more effort should be made in the selection of conciliators to ensure that highly qualified people are appointed.

D) (ii) Conciliation and Arbitration Boards

The establishment of Boards, terms of reference, costs of Boards, implementation of awards, sanctions and form and content of agreements are contained in the project study # 8 "Public Policy and Labour Legislation" under the direction of Miss Edith Lorentsen, Legislation Branch, Department of Labour and therefore is not covered here. One aspect of the boards which require mentioning, however, is they are ad hoc boards which is severely critized by those interviewed. The major complaint we found was

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the "mediatory" aspects of such boards which invariably discard the facts presented by the parties and reach decisions that are compromising between the two positions taken by the parties who believe the boards take such attitudes in order to reach decisions that are palatible to both sides. However, the views expressed lead one to believe the preparatory work performed on both sides are comprehensive and the facts should not be discarded so lightly rather they should receive greater weight than they apparently receive. Consequently, permanent boards should be established in each province. The expressed fear of permanent boards is the problem of selecting representatives but we found that if the parties could be shown that a board would be composed of personalities who are regarded as neutral in their outlook on labour relations the permanent boards would be preferred over the existing ad hoc boards.

D) (iii) Strikes and determination of essential services

a) Strikes:

Without question, the most important problem facing legislators, municipalities and municipal employees regarding labour relations at the municipal government level is the right to strike by such employees and the determination of essential services. There is no doubt a new attitude on the value of strikes in the public services has emerged in the 1960's which has been aggravated greatly by the postal workers strike in 1965 which was successful from the union standpoint and the introduction of collective bargaining in the Federal public service in 1967 which provides the alternative methods of resolving impasses through binding arbitration or conciliation and the right to strike.

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As a rule, general municipal employees have enjoyed the same rights of collective bargaining as employees in private industry since the 1940's 156/ but this legal right was never seriously considered by the majority of unions in the 1950's nor implemented to any great extent. However, the 1960's have witnessed the development of a militant attitude whereby municipal employees are prepared to pursue demands through every possible avenue available to them and table #5 clearly substantiates this view. Total man working days lost through strikes in 1964 alone was more than the combined total of the eight years between 1953-1960 and in 1966 the total time lost was 4.6825 times the combined total of 1953-1960.

156/ Note the exceptions of Ontario, New Brunswick where the discretionary factor of allowing municipalities to opt out of the labour relations act existed until recently and P.E.I. where discretion is the continued practise.

TABLE # 5

Source: Strikes and lockouts in Canada. Economic and Research Branch, Department of Labour, Canada.

	No. of Strikes	No. of Employees	Time lost in Man Working Days
1953	2	166	2680
1954	6	907	4118
1955	2	77	990
1956	0	0	0
1957	3	347	3460
1958	5	930	4440
1959	2	214	450
1960	0	0	0
1961	5	774	430
1962	2	41	790
1963	4	54	1060
1964	4	2153	20090
1965	1	33	920
1966	14	8584	76670

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The above mentioned changing attitude is a continuing process which is exemplified by the Edmonton civic employees union, (outside workers) Local 30, C.U.P.E. which in June of 1967 raised the monthly dues by $4.00 which is openly called "a strike fund" and is currently providing the union with approximately $4,800 per month for such purposes. It is more startling when one learns that efforts for the past four years to raise the monthly dues .25c for general purposes have continually been rejected!

There has also been a change of attitude on the part of management in municipal governments over the past decade. Services, such as garbage collection, which were considered to be absolutely essential in the 1950's are looked upon somewhat differently today especially in Vancouver where the city endured a 44 day strike in 1966. The union leaders admit they were of the opinion the city could not sustain a stoppage of such services for a period longer than one week and were suprised at the results.

The major reason for the change in attitude on the part of unions is they believe municipal employees no longer enjoy an advantage in security of tenure along with other fringe benefits over their counterparts in private industry and claim they are unwilling to perform comparable services without comparable compensation. In addition, union leaders claim the younger union members are not content to accept previously won concessions but are more intent on what the actual take home pay amounts to and are becoming more militant in their views and in increasing numbers.

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b) Essential Services:

The problem of providing workable solutions to the relatively new attitudes of public employees under discussion rests with the provincial legislatures. To date the legislators have seriously neglected their responsibilities in this regard. Instead, they have elected to remain apathetic to the growing problems in this area of labour relations by electing to address themselves to individual emergency situations by enacting legislation to deal with the particular problems at hand when circumstances have required rapid governmental intervention. 157/ As a result of governmental intervention the trend appears to indicate the most favoured solution to these problems is to enact legislation which prohibits the employees from the right to strike and instead, forces the parties to resolve their disputes by means of compulsory arbitration. The reasoning for such action is the health and well being of the public must be safeguarded over the interests of the employees involved and therefore there can be no lawful strike rather the services must be continued. In addition, employees who are engaged in the operation of any system, plant or equipment

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157/ Examples of Legislation to correct situations which required government intervention

Ontario:	The Hospital Labour Disputes Investigation Act 1965, which was enacted due to the strike in 1963 of The Trenton Memorial Hospital employees.
Saskatchewan:	"The Essential Services Emergency Act 1966", enacted as a result of a strike involving 1200 employees of the gas and clerical divisions of the Saskatchewan Power Corporation.
Quebec:	"Bill 25 - 1967" effectively ending the strike of schoolteachers. Also the recent action taken by the government regarding the Montreal Transit Workers strike.

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for furnishing or supplying water, heat, electricity or gas service to the public or any part of the public have also been subject to special legislation providing basically the same results.

It is argued that many services performed by private industry are equally as essential, and in some cases more so, than those in public service but have not had their rights taken away by similar action with the conclusions being drawn that public employees are being discriminated against. While the argument warrants merit the inescapable fact remains that governments continue to perform services which they were forced into out of necessity when such services were initially required because private industry was either incapable or not interested in satisfying these needs when they arose. Furthermore, functions of government cannot be allowed to come to a complete halt for to do so would be chaos.

One problem associated with essential services legislation has been the determination of what services are essential in nature which must be continued. It is generally agreed that the prohibition of the right to strike is not blanket in scope rather the parties must agree on continuation of such services, through skeleton staffs if possible, and if they are unable to agree on this matter a third party will make the decision. It is not difficult to understand that the viewpoints of the parties will undoubtedly differ as to what constitutes 'essential services' thus causing added tension. To cite an example of such difference would be the dispute between the Quebec Provincial Government and the Quebec Civil Service Association in 1966 when the Association announced its members would strike to back up their demands. The president of the Association informed the

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writer that the government acted quickly in this regard and stated:

Essential Services....

> We refer to our last negotiations when we had declared a strike for March 25th (1966). At that time the government established a list of about 15,000 essential employees...we had 23,000 members (so) it is easy to understand that this created difficulty to apply the right to strike. 158/

The federal government has also provided for maintenance of essential services in its recent legislation which provides collective bargaining for public employees whereby no strikes may be authorized until the parties have agreed on the maintenance of essential services or failing agreement the public service staff relations board has determined the employees or classes of employees in the bargaining unit whose duties must be continued in the interest of the safety or security of the public. 159/ Since this legislation is new there have been no instances where this determination has had to be made but there will undoubtedly be problems associated with its implementation but it is to be hoped that responsible attitudes will prevail to ensure acceptable solutions on both sides.

It would appear, however, there are grave doubts about the possibility of acceptable solutions to such a problem. In his "Report of the Royal Commission on Employer-Employee Relations in the Public Services of New Brunswick", Dr. Saul Frankel recommended that following a breakdown

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158/ Letter to the author, dated February 14th, 1967.

159/ The Public Service Staff Relations Act, 14-15-16 Elizabeth II, S.C. 1967, Ch. 72, S. 79.

of negotiations the parties request the Chairman of the Public Services Labour Relations Board to declare that a deadlock exists. He stated:

> The Chairman will make this declaration within three days of such request. . .
> It must be emphasized that any procedure to authorize strike action may not be undertaken by the employee group before the Chairman of the Board has declared a deadlock and has informed the representatives of the employees that the employer is not willing to accede to arbitration. If a strike is authorized at least seven days must elapse before the strike is declared. During this period, the parties will consult under the chairman of the Board on measures to maintain services that are essential for the order, safety and security of the community. 160/

While consultation is commendable there are no restrictions recommended on the right to strike after seven days have elapsed from the time a deadlock is declared to exist. Therefore, if consultations prove fruitless the entire employee group could presumably withdraw their services. Dr. Frankel seems to be of the opinion that since responsible parties are involved who are cognizant of their responsibilities and of the public interest factor they will continue essential services as a result of decisions reached of their own free will and all that is necessary is to ensure they "consult" on this matter through the watchful eye of the chairman. Unfortunately, past experience does not bear out this supposition and legislatures have felt compelled to enact strict legislation to stop strikes of this nature. Whether governments have been correct in their actions is of no moment; they will react at such times when it is considered the interests of the public at large are being subrogated by a

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160/ "Report of the Royal Commission on Employer-Employee Relations in the Public Services of New Brunswick, 1967" p. 31 (emphasis added)

few.

The actions taken by governments may seem excessively harsh (e.g. In Saskatchewan, essential services emergency act ; In Quebec, Bill - 25 re school teachers, transit workers, etc.) but stands taken by unions may, at times, seem to be unreasonable also. If one is to be realistic the fact must be accepted that governments will continue to play a decisive role in this area of labour relations and if there are to be the least possible number of interventions, there must be programs implemented which will be acceptable to both sides. Suggestions on a possible program is contained in the recommendations section of this report.

E) Duration of Collective Agreements:

Legislators in their infinite wisdom, have declared through statute law that the life of all collective agreements must be for minimum periods of one year notwithstanding clauses in the agreements providing for periods of shorter duration. 161/ It was found in 150 agreements between municipalities and police and firemen, 70.67% were one year agreements with 28.67% being agreements for two years. In 106 agreements between general municipal employees and municipalities however, 50.94% were one year agreements and 47.17% were two year agreements (see Table # 6).

In the interviews, police and firemen expressed the opinion firmly that since they are prohibited from resorting to strikes and

161/ For actual wordings see Project Study # 8 for the Task Force on Labour Relations.

consequently must resort any impasses reached in negotiations to binding arbitration boards they favour one year agreements because invariably a board will not be as generous over two year periods as they will for one and while the cost of boards enter into consideration the general feeling is the cost is offset by the results achieved.

The prevalent opinion expressed by representatives of general municipal employees indicated that in situations of a general rising economy they prefer one year agreements whereas two year agreements are suitable if such is not the case. In situations involving lengthly negotiations, however, the desirability of two year agreements become stronger to escape being immediately confronted with another arduous round of negotiations.

Municipalities prefer two year agreements which allows for more rational budgeting in addition to releasing its personnel involved in negotiations to perform other duties.

Table # 6 further illustrates our findings.

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TABLE # 6

TERMS OF AGREEMENTS:

	1953-1966 # of Agreements	Term of Agreement 1 year	.2 year	other
		%	%	
Police:				
Ottawa		72.73	27.27	
Winnipeg		83.33	16.67	
Vancouver		100.00		
Edmonton		50.00	50.00	
Saskatoon		83.33	16.67	
Toronto		77.78	22.22	
Montreal		33.33	66.67	
Total	76	73.68	26.32	
Firemen:				
Ottawa		60.00	40.00	
Winnipeg		92.31	7.69	
Vancouver		92.31	7.61	
Edmonton		54.55	45.45	
Saskatoon		70.00	20.00	10.00 (36 months)
Toronto		55.56	44.44	
Montreal		33.33	66.67	
Total	74	67.57	31.08	1.35
Total police and firemen combined	150	70.67	28.67	
General Municipal Employees:				
Ottawa		44.44	55.56	
Winnipeg		72.73	27.27	
Vancouver		92.59	7.41	
Edmonton		38.89	55.56	5.55 (18 months)
Saskatoon		22.22	66.67	11.11 (21 months)
Toronto		35.29	64.71	
Montreal		13.33	86.67	
Total	106	50.94	47.17	1.89
Grand Total	256	62.50	36.33	1.17

Source: Collective agreements on file at Department of Labour, Ottawa.

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Chapter IV

Institutional Rewards

Grievance Procedures:

Without exception, persons interviewed stated that grievances do not create major problems in labour relations. The general impression gained was the union leaders, as well as management, believe the most important consideration regarding grievances is to ensure they are processed immediately. Figures were not made available on the number of grievances processed but the response to my queries indicates that a very high percentage are resolved through the informal discussion stage. Not all collective agreements, however, contain grievance procedures. In a survey of 40 collective agreements taken from twelve representative cities in Canada it was found that agreements between police associations and cities have the largest number that do not contain grievance procedures, followed by the firemen. Furthermore, the number of steps in the procedure varied from two to six with 4.28 being the average. Arbitration by three man boards is by far the most accepted means of final resolve and the few instances where such is not the case the city councils make the final decisions.

The following table # 7 serves to illustrate our findings.

TABLE # 7

Grievance Procedures

	POLICE		FIREMEN		INSIDE & OUTSIDE		OUTSIDE		INSIDE	
City	No. of Steps	Final Determination	No. of Steps.	Final Determination	No. of Steps	Final Determination	No. of Steps	Final Determination	No. of Steps	Final Determination
Vancouver	3 *	Abitration					5	Arbitration	5	Arbitration
Victoria	None stated		4	Arbitration			5 *	Arbitration	2 *	Arbitration
Edmonton	4	Arbitration	n/a				n/a		n/a	
Calgary	n/a		n/a				6	Arbitration	5	Arbitration
Regina	3	Bd. of Commrs. of Police	4	City Council			4	City Council	4	City Council
Saskatoon	4	Arbitration	4	Arbitration	5	Arbitration				
Winnipeg	5	Arbitration	2 *	Arbitration	2 *	Arbitration				
Toronto	6	Arbitration	5	Arbitration			5	Arbitration	5	Arbitration
Ottawa	n/a	Arbitration	4	Arbitration						
John, N.B.	4	Arbitration	4	Arbitration			6	Arbitration	5	Arbitration
alifax	n/a						5	Arbitration	4	Arbitration
. John's, Nfld.	n/a		n/a				4 *	Arbitration	4 *	Arbitration

* Step No. 1 may be processed by the individual without proceeding through the Association or union.

urces: Collective Agreements on file at partment of Labour, Ottawa.

For an example of the steps involved in processing a grievance we refer to the procedure followed by Firemen in Toronto. The Ontario Fire Departments Act states:

> Where a difference arises between the parties relating to the interpretation, application or administration of an agreement . . . or of a decision or award of a board of arbitration . . . or where an allegation is made that the agreement or award has been violated, either of the parties may, after exhausting any grievance procedure established by the agreement, notify the other party of its desire to submit the difference or allegation to arbitration, and, if the recipient of the notice and the party desiring the arbitration do not within ten days agree upon a single arbitrator, the appointment of a single arbitrator shall be made by the Attorney General upon the request of either party, and the arbitrator shall commence to hear and determine the difference or allegation within thirty days after his appointment, and shall issue a decision within a reasonable time thereafter, and such decision is final and binding upon the parties. (emphasis added) 162/

The existing grievance procedure included in the agreement between I.A.F.F. Local # 113 and Toronto is as follows. 163/ The aggrieved employee may present his grievance to the grievance committee (consisting of the President, another executive member who is chairman, and any other member(s) deemed necessary by the President) within four working days following its occurrence. The committee considers the matter and if it decides the problem is in fact a grievance it has fifteen days from the time the grievance arose to file the same with the Chief of the Fire Department of the City. The

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162/ R.S.O. 1960, Ch. 145, S. 7 (5) as amended.

163/ Agreement referred to is between "The Corporation of the City of Toronto and Toronto Fire Fighters' Association, Local 113" signed December 23, 1966, see pp. 18-20 inclusive.

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Chief must meet with the committee and employee within five days of the filing thereof and render a written decision within five days following such meeting. Failing satisfaction the committee files a copy of the grievance and decision with Commissioner of Personnel for the City within five working days following receipt of the Chief's decision. The Commissioner must then meet with the committee within seven days after receiving such copies and render a written decision within seven days following such meeting. Failing satisfaction the committee may, within five working days following receipt of the Commissioner's decision, serve notice in writing upon the City that it desires to submit the grievance to arbitration which proceeds as provided in the above quoted section of the Fire Departments Act.

Grievances in this local usually arise over situations involving insubordination or drunkeness while on duty thus necessitating disciplinary action being taken. There may also be grievances relating to questions of promotions. The former type of grievances average twelve per year whereas the latter are very rare. 164/ During the period from April 1, 1964 to March 31, 1966 (two year agreement) the procedure was followed through to arbitration on one occasion only, which involved dismissal of an employee on the charge of repeated instances of insubordination. The union was agreeable to having the city appoint Mrs. Margaret Campbell, Q.C., city controller, to be the arbitrator who heard approximately thirty witnesses

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164/ Letter to the writer by Mr. Wm. Noble, Secretary, Local 113, dated February 18, 1967.

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and upheld the Chief's recommendation of dismissal. 165/

While the above procedure requires final settlement by a single arbitrator, and is therefore a deviation from the normal three man ad hoc arbitration boards, the remainder is quite similar to other collective agreements studied and can therefore be said to be fairly representative.

Hours of Work:

More than 90% of police work a 40 hour week in a survey of seventy-six municipalities. 2.64% work 44½ hours and the remainder work between 42 and 56 hours. See table # 8 for a further breakdown.

Nearly ½ of the firemen surveyed in 90 municipalities work a 42 hour week with approximately 22% working 40 hours and 19% on a 48 hour work week. We found 56 hour work weeks in the Atlantic provinces and Quebec only. The majority of firemen in the Atlantic provinces surveyed were found to work 48 hours and a surprising number in Ontario and British Columbia also work 48 hours.

In a survey of 95 municipalities regarding inside and outside workers it was discovered that over 90% of the outside workers work 40 hours per week. Approximately 5% work 44 hours and the remainder are spread between 42 and 46 hours.

35 hours are worked by the majority of inside clerical workers through-out Canada in a survey of 95 municipalities. In the Atlantic

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165/ Ibid.

provinces and Quebec, however, a significant number were found to work a 32½ hour week whereas the findings in the Prairies and British Columbia showed a large percentage working 37½ hours. See Table # 8 for additional information on this topic.

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Province	Total	40 hours	42 hours	44 hours	44½ hours	45 hours	56 hours	Total
							%	
Atlantic Provinces	11	27.25%	[illegible]	9.10%	0%	45.45%	9.10	100.00%
Quebec	22	40.91	36.36	9.09	0%	4.55	9.09	100.00%
Ontario	24	4.17	62.50	4.34	4.17	20.82	0%	100.00%
Prairies	15	26.67	66.67	6.66	0%	0%	0%	100.00%
British Columbia	16	16.67	50.00	0%	0%	33.33	0%	100.00%
	90	22.22	47.78	6.67	1.11	16.89	3.33	100.00%

Province	Total	40 hours	42 hours	42½ hours	44 hours	45 hours	56 hours	Total
Atlantic Provinces	9	77.76%	0%	11.12%	11.12%	0%	0%	100.00%
Quebec	25	88.00	4.00	0%	4.00	0%	4.00	100.00%
Ontario	23	95.65	0%	0%	0%	4.35	0%	100.00%
Prairies	13	100.00	0%	0%	0%	0%	0%	100.00%
British Columbia	6	100.00	0%	0%	0%	0%	0%	100.00%
	76	92.08	1.32	1.32	2.64	1.32	1.32	100.00%

Outside Trades & Labour	Total	40 hours	42 hours	42½ hours	44 hours	45 hours	46 hours	Total
Atlantic Provinces	11	90.90%	0%	0%	9.10%	0%	0	100.00%
Quebec	24	75.00	0%	4.16	12.52	4.16	4.16	100.00%
Ontario	23	95.65	4.35	0%	0%	0%	0%	100.00%
Prairies	17	94.12	0%	0%	5.88	0%	0%	100.00%
British Columbia	20	100.00	0%	0%	0%	0%	0%	100.00%
	95	91.54	1.05	1.05	3.15	1.05	1.05	100.00%

Inside Trades	Total	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	Total
Atlantic Provinces	11	0%	36.35%	0%	0%	9.10%	0%	0%	0%	0%	0%	9.10%	0%	36.35%	9.10%	100.00%
Quebec	24	8.33	29.17	4.17	12.49	29.17	8.33	4.17	0%	0%	0%	0%	4.17	0%	0%	100.00%
Ontario	23	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
Prairies	17	0%	0%	0%	5.88	17.65	0%	17.65	5.88	5.88	0%	47.06	0%	0%	0%	100.00%
British Columbia	20	0%	0%	0%	0%	60.00	0%	0	0%	0%	5.00	30.00	0%	5.00	0%	100.00%
	95	2.10	11.57	1.06	5.26	42.10	2.10	6.31	1.06	1.06	1.06	17.89	1.06	6.31	1.06	100.00%

[illegible] Canadian Federation of Labour and Construction.

Annual Wages:

Table # 9 provides in detail our findings regarding annual earnings in thirteen cities which we believe to be fairly representative. Column # 1 "Average paid in city" includes manufacturing, mining, construction, services, forestry, transportation, communication and other utilities, trade, finance, insurance and real estate as compiled by D.B.S. and reported in review of employment and payrolls (72-201). For the policemen and firemen we used the first class constable or firefighter, and the labourer represents the highest pay bracket in the labourer range. It will be noted the three categories of municipal employees have each gained over the average paid in the city during the fourteen years and that Ottawa and Montreal have made exceptionally strong gains during this period compared to other cities.

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TABLE # 9

		Average Paid in city	Percentage Increase	Fire-Fighters Yearly	Percentage of Average	Percentage Increase	Police Yearly Salary	% of Average	% of Increase	Labourers Yearly Earnings	% of Average	% of Increase
Vancouver	1953	3079.96		3948.00	128.2		3948.00	128.2		2916.00	94.7	
	1966	5384.12	74.8	6648.00	123.5	68.0	6648.00	123.5	68.0	5085.60	94.5	74.4
Edmonton	1953	3012.36		3282.00	109.0		3402.00	113.0		2600.00	86.3	
	1966	4869.15	61.6	6107.40	125.4	86.1	6338.76	130.0	86.3	4430.40	91.0	70.4
Saskatoon	1953	2608.32		3042.00	116.6		3174.00	121.7		2356.64	90.4	
	1966	4233.98	62.3	5898.00	139.3	93.9	5943.50	140.4	87.3	3900.00	92.1	65.5
Winnipeg	1953	2698.28		3480.00	129.0		3480.00	129.0		2328.00		
	1966	4190.81	55.3	5772.00	137.7	65.9	6075.00	145.0	74.6	3972.00	94.8	70.6
Toronto	1953	3131.96		3894.50	124.3					3294.72	105.2	
	1966	5213.52	66.5	6268.08	120.2	60.9	6489.60	124.5		4700.80	90.2	42.7
Ottawa	1953	2691.00		3550.00	131.9		3616.00	134.4		2059.20	76.5	
	1966	4658.72	73.1	5965.00	128.0	68.0	6009.00	129.0	66.2	4326.40	92.9	110.1
Montreal	1953	2891.20		3432.00	118.7		3502.00	121.1		1647.36	57.0	
	1966	5008.29	73.2	5896.80	117.7	71.8	6350.00	126.8	81.3	4165.20	83.2	252.8
Victoria	1953	2958.80		3648.00	123.3		3583.20	121.1		2724.80	92.1	
	1966	4719.56	59.5	6300.00	133.9	72.7	6672.00	141.4	86.2	4825.60	97.8	77.1
Moncton	1958			3120.00			3036.00			2350.40		
	1966	3834.35		4732.00	123.4	51.7	4849.00	126.5	59.7	3972.80	103.6	69.0
Sydney	1953	3122.08		2880.00	92.2		2820.00	90.3		2726.88	87.3	
	1966	4636.75	48.5	4584.70	98.9	59.2	4652.50	100.3	65.0	4097.60	88.4	50.26
Quebec	1953	2443.48		2964.00	121.3		2964.00	121.3		2457.00	100.6	
	1966	4296.24	75.8	5482.00	127.6	85.0	5759.52	134.1	94.3	4347.20	101.2	76.9
Hamilton	1953	3199.04		3588.00	112.2		3822.00	119.5		2776.80	86.8	
	1966	5380.48	68.2	5834.40	108.4	50.1	6450.24	119.9	68.8	4388.39	81.6	58.0
Calgary	1953	2908.88		3456.84	118.8		3490.32	120.0		2672.80	91.9	
	1966	4622.84	58.9	5946.00	128.6	72.0	6336.00	137.1	[illegible].5	4368.00	94.5	63.4
Total												
Totals Excluding Moncton	1953	34745.36		41165.34			37801.52 *			30560.20		72.14
	1966	57214.46	64.66	70702.38		71.75	67234.52 *		77.86	52607.10		

* Excluding Toronto

Source: Average paid in city -
Dominion Bureau of Statistics,
Ottawa, 72-201
Firefighters, police and labourers
from collective agreements on file
at Department of Labour, Ottawa.

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Longevity Service Pay:

A generally accepted practise in most municipalities is to pay police officers and firemen an amount of money above their regular salary following either five or ten years of continuous service which is usually referred to as 'long service pay'. The reason for such practise is recognition of the fact that promotional opportunities are rare in such departments and the employees therefore receive extra compensation instead. The practise has not, however, been restricted to members of police and fire departments but has been extended to other civic employee groups also. In eleven representative cities, it was found that seven out of twenty agreements contained long service pay clauses for these groups. Both management and union leaders agree the latter groups were never intended to receive such benefits but admitted that while police and firemen are distinct in their duties and responsibilities from other civic groups (as are indeed police and firemen from one another) there is a close correlation among the demands of all groups in that benefits won by one group at the negotiation table will be sought after by the other groups at following rounds of negotiations. See table # 10 which illustrates the policy of the various cities surveyed regarding long service pay.

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City	Year Began	Present Amounts	Year Began	Present Amounts	Year Began	Present Amounts	Year Began	Present Amounts	Year Began	Present Amounts
Vancouver	1953	After 5 years - $5.00 Mo. and additional $5. Mo. after each additional 5 years.	1956	Same as Police	N/A		196?	After 5 year in highest salary range of the position $5.00 Mo. and after each additional $5. Mo. maximum $15.00. But if promoted so as no longer in maximum bracket - stops and won't begin again until 5 years in highest range. Agreement is for 10 years.	none	
Victoria	1953	.10 per calendar day after 5 years and an additional .10 per calendar day after each additional 5 years.		Same as Police	N/A			Same as Police		Same as Police
Edmonton	1953	After 5 years - $2.00 per Mo. and an additional $3. per Mo. after each additional 5 years maximum 4 increments.	1953	Same as Police	N/A		none		none	
Calgary		After 5 years - $4.00 Mo. maximum to $20.00 Mo.		After 5 years - $3. Mo. plus additional $3. after each additional 5 years.	N/A			After 10 years - $5.00 Mo., after 20 years - $10.00 Mo.		After 10 year - $5.00 Mo., after 20 years - $10.00 Mo.
Regina		After 5 years - $5.00 Mo. and additional $5.00 Mo. after each additional 5 years (for all ranks).		After 9 years - $5.00 Mo. and an additional $5.00 Mo. for every 5 years thereafter to a maximum of $20.00 Mo.			none		none	
Saskatoon	1953	After 5 years - $5.00 Mo. and additional $5. Mo. for each additional 5 years.	1956	After 9 years - $5.00 Mo. and an additional $5.00 Mo. for every 5 years thereafter to a maximum of $20.00 Mo.	N/A		none		none	

City	Year Began	Present Amounts	Year Began	Present Amounts	Year Began	Present Amounts	Year Began	Present Amounts	Year Began	Present Amounts
Winnipeg	1953	after 15 years - $[illegible]. after 20 years $12.00 No.		after 10 years - $[illegible]. after 15 years - $12. no.	None		N/A		N/A	
Toronto		after 8 years - $[illegible].00 yr., after 13 yrs - $110. yr., after 18 yrs. - $165.00 yr., after 23 yrs., $[illegible].00 yr., after 28 yrs. - $275.00 yr.		Same as Police	N/A		None		None	
Ottawa	1955	after 5 yrs. - $50. yr., After 10 years - $100. yr., after 15 years - $150. yr., after 20 yrs. - $200. yr., after 25 years - $250. yr.	1955	After 10 years $100. yr., after 15 years - $150. yr., after 20 yrs. $200. yr., after 25 years - $250. yr.	1960	Same as Firemen	N/A		N/A	
St. John		In 5th yr. - $25. yr. In 8th yr. - $50. yr. In 11th yr. - $75. yr. In 14th yr. - $100. yr. In 21st yr. - $125. yr.		In 5th yr. - $25. yr. In 8th yr. - $50. yr. In 11th yr. - $[illegible]. yr. In 14th yr. - $[illegible]. yr.				after 5 years, - $25.00 yrs., after 10 years - $40.00 yr., after 15 years - $55.00 yr., after 20 years. $70.00 yr., after 25 years, $85.00 yr.		
Halifax		After 10 yrs. - $[illegible] yr. After 15 yrs.-- $175 yr. In 20th year - $[illegible] yr.		No agreement available			none		none	

Source: Collective agreements on file at Department of Labour, Ottawa.

Statutory Holidays:

Table # 11 illustrates our findings regarding statutory holidays. It is to be noted the vast majority receive 10 statutory holidays per year and this holds true for each of the three categories. We found the holidays range from a low of 5 to a maximum of 20. However, nowhere outside Quebec was it found that municipal employees receive more than 12 and we assume the reason for the situation in Quebec is due to Religion.

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[illegible]

[illegible]

[illegible]

Atlantic Provinces		4.35	1.21	23.60	26.19	41.42	7.15	7.15	4.76					
Quebec				7.14	20.00	4.29		10.70	22.86	14.29	11.43	11.43	1.71	2.86
Ontario				3.64	5.60	25.97	3.60	53.2						
Prairies	3.33			16.67	16.33	53.67	10.00							
[illegible]			12.5	12.50	[illegible]	[illegible]								
Total	.61	.30	3.31	8.42	13.51	41.44	5.60	16.21	5.46	3.00	2.40	2.40	1.20	2.11	333

Brewer

Atlantic Provinces				30.00	30.00	20.00	10.00	10.00						
Quebec				18.18	27.27	27.27		9.10	18.88					
Ontario				3.70	14.81	40.75		37.04	3.70					
Prairies				13.33	20.00	60.00	6.67							
British Columbia			12.50	12.50	12.50	62.50								
Total			1.52	12.66	18.99	44.30	2.53	15.19	5.06					79

Maltsters

Atlantic Provinces				40.00	20.00	20.00	10.00	10.00						
Quebec				9.52	28.57	14.29		23.81	23.81					
Ontario				9.09		50.00	4.55	36.36						
Prairies				20.00	13.33	60.00	6.67							
British Columbia						100.00								
Total				15.07	13.70	41.09	4.10	19.18	7.85					73

Grand Total

	.41	.21	2.03	10.10	14.43	[illegible]	3.21	16.50	5.36	2.06	1.65	1.65	.82	.41	485

Source: Canadian Federation of Mayors and Municipalities, Ottawa

Chapter V

Conclusions:

During the 1940's the provincial governments actively participated in regulating employer-employee relations by enacting various labour relations acts. The Legislation, however, was primarily directed to regulating relationships in private industry with the underlying intention that economic sanctions would be the balancing factor in that the relative strengths of the parties would be determined by the strength in union members to withdraw their services compared to the right in the employer to lockout its employees. Provincial government employees were therefore excluded, in most cases, due to the theory that one cannot legally strike against the sovereign and also due to the ability of the government to tax which greatly removed the impact that economic sanctions would otherwise have. While it is always dangerous to generalize, I submit the municipal governments were not considered when this new development was taking shape because municipal employees were quiescent in their attitudes and were deficient in organization. Exceptions do of course exist such as the Ontario Police Act which was first enacted in 1947, 166/ but the fact remains that during the fifties, and indeed during the sixties, it has been necessary for legislators to devote an increasing amount of attention to the growing problem of employer-employee relations in municipal governments. It was pointed out earlier in this paper 167/ that prior to 1966 the Labour Relations Act of Ontario allowed any municipality as defined in the Department of

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166/ Statutes of Ontario, 11 George VI, 1947, Ch. 77.

167/ See pages 24 and 25 supra.

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Municipal Affairs Act to 'opt out' of the act leaving it completely free to neither recognize nor negotiate with representatives of general municipal employees. This form of legislation surely fostered confusion, frustration and indeed resentment in the minds of municipal employees which is a clear example of the complete disregard the governments of Ontario held for labour management relations regarding this category of employees.

Firemen have received more legislative attention than policemen (special acts regulating firemen and municipalities exist in four provinces; viz. Alberta, Saskatchewan, Manitoba and Ontario) and while this is an improvement a hodge podge of statutory enforcement continues to exist in other provinces. Notwithstanding the varied forms of legislation existing in the "other" provinces there has evolved a somewhat systematic method of collective bargaining which corresponds closely to private industry. It cannot be denied the available procedural machinery has filled a void but during the 1950's and early 1960's little attention was focused on the municipalities because relationships were amicable with very few incidences of strikes (see table # 5) which may have been the result of insecurity on the part of public employees in being unsure of the extent of their legal rights. Unfortunately, this situation no longer prevails which has been precipitated to a great extent by public employees at the Provincial and Federal levels who have been exerting terrific pressures for new rights and have been successful in obtaining sweeping reforms in many cases. Governments, however, have not been prone to legislate law reform for public employees at the municipal level rather they have reacted in negative ways by enacting ad hoc emergency legislation (Montreal transit workers is an example) which,

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while providing immediate solutions, are short sighted and cannot be expected to be accepted by the parties (at least one of them) involved. Constructive law reform is therefore urgently required if retention in respect for the law is to be secured. With few exceptions (special acts) public employees at municipal levels have been permitted to participate in the regular collective bargaining process provided in the various labour relations acts and this experience will not abate rather it will continue to expand and recent government actions to divest certain public employees of existing rights must be considered foolhardy in the absence of any visible indications of constructive reform.

With the above views in mind the following recommendations are submitted.

Recommendations:

Until very recently, municipal police associations have tended to be isolated in their dealings with municipalities. A remarkable degree of sophistication and organization is beginning to become evident, however, which will undoubtedly drastically change the nature of collective bargaining between the two groups. For example, municipal police associations are establishing provincial associations which are intended to keep local groups fully informed of trends that are taking place, not only in each respective province but also across the nation. Quebec formed a provincial association in 1966, Manitoba in 1967, Saskatchewan is currently working toward this end while most of the other provinces have had some organization on a provincial basis for varying periods of time. In addition, there has existed a canadian

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provincial police association for several years but while the name denotes a national organization it has not been too successful until recently. Prior to 1967, its membership consisted of locals in Nova Scotia, Manitoba, Saskatchewan and Alberta. However, in 1967, Ontario and Quebec joined, along with the Ontario Provincial Police, and present membership now stands at 23,840. 168/

The Canadian Police Association (C.P.A.) will provide information concerning collective bargaining practises and trends across Canada and the inevitable result will be a better informed collective bargaining committee in each local togetherwith an understanding of existing practises elsewhere by the rank and file member.

While police associations become more sophisticated in their methodsof organization there is no indication that Provincial Governments are contemplating any law reform in this area. However, in view of the activity being carried out by municipal police associations, provincial governments must begin to seriously study existing laws in their provinces and make needed changes to ensure a degree of acceptance of the laws which will not continue if they maintain their apathetic attitudes. The following recommendations more fully illustrate our views.

> Recommendation # Police 1 Each province should enact a Police Act which will guarantee municipal police officers and civilians attached to police departments the right to self organization and, subject to restrictions that follow, the right to bargain collectively with municipalities.

168/ Source: Mr. Dennis Latten, Secretary-Treasurer, C.P.A.

Such a police act would be primarily based on the Ontario and Alberta police Acts. Several advantages for enacting such legislation are obvious. Police officers require special consideration because they are preservers of public property and safety. Consequently, conflict of interests may arise with other public employees, as well as with private employees if they are subjected to the same laws which regulates these other categories of employees and the possibility of such conflict should be eliminated.

Furthermore, for purposes of consistency of treatment, municipal police forces should be subject to the same rules and regulations on a province wide basis which is difficult to achieve in provinces other than Ontario and Alberta where, because each municipality is completely autonomous and is free to establish its own rules and regulations. A police act would accomplish this goal.

Another advantage discovered through interviews relates to morale of police officers. Opinions expressed in Ontario and Alberta were generally that of pride and satisfaction over the fact that police actually had their own special legislation whereas in other provinces the expressions indicated the feeling of envy of the above two named provinces with strong expressions of desire to achieve similar legislation. In this connection, it was found that police in provinces other than Ontario and Alberta had a tendency to compare their plight to employees in private industry due mainly to the fact they were regulated by the same labour relations laws and the question of the right to strike invariably arose. While the generally expressed opinions were that police should not strike because of the nature of their work they believe that if they must be subjected to the same laws

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as private industry there should be no statutory prohibitions placed upon them that are not placed upon employees in private industry. This question has not been seriously considered to date (except in Vancouver) but I venture to suggest it will arise more frequently in the future and may become a serious problem if allowed to remain on the minds of individuals under discussion. In Ontario and Alberta this question is not mooted due mainly to the fact they have been set apart from the main labour relations acts and are genuinely pleased at having been so set apart.

Civilians attached to a police department would be subjected to the same rules and regulations as the police officers and as indicated earlier in the report this is a necessary requirement.

> Recommendation # P. 2 Time limits within which notices to negotiate must be submitted to (by) municipalities to ensure inclusion of such demands in prososed expenditures for the forthcoming fiscal year must be clearly stipulated in the Act. Such time limits should coincide with the customary budget preparations of the municipality but if this practise is not common on a province wide basis steps should be taken to make it so. Further, it is essential to the success of collective bargaining that deadlines which call for decisions by a specified date be rejected.

It is recognized that municipalities must prepare budgets for each forthcoming fiscal year and it is not suggested that this practise be interferred with except to the extent that all municipalities should make their preparations at a common date which I understand is the general practise at the moment.

It has been argued that making provisions in budget estimates to ensure the availability of sufficient funds to meet unions demands under-

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mines any rational arguments a municipality may present to an arbitration tribunal. This argument is made on the basis that if an arbitration board is aware that funds are available to meet the demands of the unions (associations) they will not be reluctant to make awards equalling such demands. Through experience, however, there has developed a practise which works rathter well. A municipality includes what it calls a 'contingency fund' in its estimated budgetary expense for the ensuing fiscal year which contains provisions for the union submissions but in addition includes several other projects being planned by the municipality. While compliance with the Act is therefore met they argue that if the municipality must pay the salaries demanded by the unions the other projects that also rely on the contingency fund will suffer. While 'other projects' are not disclosed, and therefore may be a ruse, the practise has been successful in striking an acceptable balance and municipalities operating under this system claim no abuse by arbitrators.

It must be emphasized that deadlines in which awards must be made in order to be binding on the municipalities in any current fiscal year should not be implemented. The effect of such restrictions tends to derogate from the real purpose of collective bargaining by placing unnecessary obstacles on the parties, which as indicated earlier, places emphasis on the means rather than the end.

> Recommendation # P. 3 The question of retroactivity respecting increased benefits should be a discretionary matter in the municipalities and also in any arbitration board but the latter agency should be restricted in making retroactive awards to the beginning of the fiscal year only.

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Retroactivity to the date when the previous collective agreement expired is the general practise and neither side appear to be agitating for changes. However, this matter should not be mandatory but should be left to the parties to agree upon through negotiations.

> Recommendation # P. 4 There should be established a permanent police commission to be responsible for the administration of the Act. Three members would comprise the commission which would be appointed by the Lieutenant-Governor in Council.

The initial appointments would be for four, five and six year terms with the Chairman being the appointee for six years. Thereafter all subsequent appointees would be for six year periods. Removal may be for cause only upon address to the legislative assembly. Remuneration of the commission members would be made by the respective provincial governments and should be sufficient to attract highly qualified people. The major functions of the Commission would be to ensure the provisions of the act are being compiled with and the present functions of the Ontario police commission provide a basis upon which other provincial governments may be guided in establishing similar commissions. The functions are as follows:

> It is the function of the Commission,
>
> a) to maintain a system of statistical records and research studies of criminal occurrences and matters related thereto for the purpose of aiding the police forces in Ontario;
>
> b) to consult with and advise boards of commissioners of police, police committees of municipal councils and other police authorities and chief constables on all matters relating to police and policing;

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c) to provide to boards of commissioners of police, police committees of municipal councils and other police authorities and chief constables information and advice respecting the management and operation of police forces, techniques in handling special problems and other information calculated to assist;

d) through its members and advisers, to conduct a system of visits to the police forces in Ontario;

e) to assist in co-ordinating the work and efforts of the police forces in Ontario;

ea) to determine whether a police force is adequate and whether a municipality is discharging its responsibility for the maintenance of law and order;

eb) to inquire into any matter regarding the designation of a village or township under subsection 2 of section 2 and, after a hearing, to make recommendations therefor to the Attorney General;

f) to operate the Ontario Police College;

fa) subject to the approval of the Attorney General, to establish and require the installation of an intercommunication system for the police forces in Ontario and to govern its operation and procedures;

g) to conduct investigations in accordance with the provisions of this Act;

h) to hear and dispose of appeals by members of police forces in accordance with this Act and the regulations; and

i) to exercise the powers and perform the duties conferred and imposed upon it by this Act. 169/

169/ "Statutes of Ontario" 1962-63, Ch. 106, S. 39 (b) as amended.

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Recommendation # P. 5 Collective bargaining should include wages, hours of work and working conditions but should not include rules and regulations that are concerned with probationary requirements, examinations, and promotions.

Clear disctinctions must be made over what the parties may and may not negotiate. Wages, hours and working conditions should clearly be within the sphere of negotiations but management rights must be protected to ensure continuance of the disciplinary nature of the service.

Recommendation # P. 6 Affiliation either directly or indirectly with trade unions should be expressly prohibited.

It has been clearly enunciated elsewhere in this report that the position of police requires special consideration due to the nature of their services in that they must provide law and order through protection to the public. In order to avoid any possibility of conflict of interest between police responsibilities and loyalties to other occupational groups, the rights to self organization should be restricted to officers and civilians attached to a police department. Therefore, any organization which admits members other than police officers or civilians of police departments should not be affiliated in any way with such associations. In this manner, their rights of organization are safeguarded on the one hand while eliminating the possibility of conflicting loyalties in their responsibility to the public.

Recommendation # P. 7 Certification as is commonly known in the trade union movement, is not necessary.

Members of a municipal police force are free to form police associations and indeed, should be encouraged to do so. However, jurisdictional disputes

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would not be possible under a police act because affiliation would not be possible. Several provinces already regulate that any number of police officers in a municipality may belong to a police association but until 50% of the officers belong to the Association the majority may elect a bargaining committee to represent them at the negotiating table. However, upon attaining 50% of the members, the association assumes the role of bargaining agent. This practise seems to work well at the moment and should be incorporated into the new acts. Similar regulations would apply to civilians. Any disputes on this matter would be decided by the respective police commissions. Police associations presently certified by labour relations boards would continue under their present arrangement following passage of a police act until notice to negotiate was next served upon the municipality (or conversely by the municipality upon the association) whereupon the labour relations board would have no further jurisdiction and the association would be no longer certified. Civilians attached to police departments would have the choice of forming their own bargaining committee on the same basis as the police officers or have the bargaining committee of said police officers be their bargaining agent.

Recommendation # P. 8 The act should include directives compelling both parties to bargain in good faith upon the written request of the other party with sanctions available upon failure to do so.

Recommendation # P. 9 Check off of dues should be compulsory for all employees upon receiving authorization by a majority but membership should be on a voluntary basis.

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The associations should be allowed the Rand Formula system of check off if a majority so express this wish. It cannot be denied that employee benefits are gained either through benevolent employers, or energertic employee groups, or both. It does not seem just therefore that a portion of the employees should support an organization in which everyone benefits. No employee should, however, be compelled to join or retain membership in the association against his or her wishes.

> Recommendation # P. 10 Provision for services of conciliators is recommended. The Commission should compile and maintain a list of recognized experts, after consultation with the parties, and if the parties agree from time to time on a particular conciliator when conditions require the services of same the commission should respect the agreement.

The availibility of the services of a conciliator is necessary in circumstances where negotiations have broken down or are threatening to break down. This element in the collective bargaining process has at least two advantages. It affords a cooling off period to the parties and allows the issue in dispute to be investigated through a fresh approach. The possibility of settlement is then more realistic after the parties have had an opportunity of being appraised of all the existing circumstances, some of which may have escaped them through their negotiations.

> Recommendation # P. 11 Either party may request the services of a conciliator or the Commission may initiate conciliatory proceedings on its own perogative. However, it is important to make all conciliation appointments discretionary in the commission which may either appoint or direct the parties to continue negotiations; or refuse to appoint and direct the matter be referred to arbitration.

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While conciliators provide a useful purpose there should be a degree of uncertainty present at this stage in collective bargaining. By so doing, the parties will place greater emphasis on reaching agreement through negotiations. Furthermore, the report of the conciliator which must be made within a specified period must contain a recommendation whether arbitration services should be implemented or whether the parties should resume negotiations. Final decision on this matter, however, will vest in the Commission.

> Recommendation # P. 12 Compulsory binding arbitration is the method advocated to resolve impasses reached through collective bargaining.

Throughout our interviews the opinions expressed overwhelming favour in the present system of binding arbitration [but were critical of ad hoc arbitration boards (see recommendation # 13 infra)] and therefore we make this recommendation. It is fully realized that municipal police in New Brunswick presently have no restrictions on calling a legal strike providing the negotiating procedure in the Labour Relations Act has been exhausted. I submit, however, that if the police in Saint John, Moncton or Fredericton withdrew their services they would soon be the subject of legislative attention that would be similar to the fate of the recent strikes involving the Quebec teachers and Montreal transit workers so presumably the right to strike is merely theoretical. It is realized however, that changes being proposed would be strenuously resisted in New Brunswick even though municipal police in that province express disfavour in police going on strike; however, they believe the right should not be eliminated because the threat of strikes is a useful tool which they regard as necessary. Nevertheless,

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in view of the above, I would suggest they accept a new police act as proposed because if a strike occurred and the anticipated action by the legislature followed, their position would be less enviable because emergency sessions of legislatures usually react without consideration of workable solutions for long periods of time.

> Recommendation # P. 13 A permanent three member arbitration board be established which would be responsible for final adjudication over all impasses reached in negotiations between municipalities and representatives of police employees in the province and its award would be final and binding.

The author is of the opinion the most important requirement for any new police act is the establishment of a permanent arbitration board. In addition, the Ontario and Alberta police acts should be amended to provide such a system. Without exception throughout Canada, arbitration boards are presently ad hoc when speaking of municipal police and they receive the major criticisms from both management and employees. The major complaint is focused on the compromising attitudes exhibited by such boards. Both sides expressed the view that positions taken by the parties in negotiations are the results of extensive and detailed preparations which they believe can be readily justified but which are invariably abandoned with little consideration attributed to their cogency. Rather, the boards are believed to be overly preoccupied in arriving at a compromise which it is hoped will be palatable to both sides. The views expressed indicated that while the criterion exhibited by such boards may have served a useful purpose during the early years of collective bargaining when sophistication in preparation was not readily evident, the situation existing today does not lend itself to such practise. Unfortunately, ad hoc boards, by their

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very nature,tend to emphasize conciliatory practises and while the members of such boards may be aware of a growing opposition to such practises they apparently find it extremely difficult to effect changes in attitudes. This difficulty is largely due to the fact that the members are appointed to deal with a single situation and while I do not suggest they do not accept their appointments fully aware of their responsibilities they nevertheless invariably endeavour to reach a compromise. Furthermore, members of ad hoc boards cannot be expected to fully understand and appreciate all the extenuating circumstances associated with the submissions which can only be achieved, if at all, through experience.

It is nevertheless recognized that permanent arbitration boards are also subject to criticisms, one of which is their members have been accused of developing a biasness in favor of one party or the other. Great care should therefore be exercised in the appointments to ensure the possiblity of such a development being kept to an absolute minimum. The collective bargaining system in existence in the civil service of Ontario has been in existence since 1963 and the permanent arbitration board has not received this stigma and augurs well for the establishment of a similar system for groups under discussions.

The associations and municipalities should not encounter difficulty reaching agreement on their respective appointees because the associations have or are actively forming provincial associations and municipalities work closely together especially through the Canadian Federation of Mayors and Municipalities. These medias afford an opportunity for each side to express their views through such organisations which should

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result in a minimum amount of organizational effort to obtain responsible spokesmen for each side. Failure to agree however, would necessitate intervention by the Lieutenant-Governor in Council either upon the request of either side or upon its own initiative and the act should so provide.

Remuneration for such members would be shared on a pro rata basis by the municipalities employing municipal police forces and the respective police forces. Sufficient remuneration should be ensured to attract only the most highly qualified people available and salaries should be paid out of the provincial treasury. The province would be reimbursed by the participating groups. It is recognized that administrative costs are somewhat increased under this proposal but it is expected the dividends received through a well accepted collective bargaining system will justify the added cost.

Dismissal of members could only be made for cause by the Lieutenant-Governor in Council upon the unanimous recommendation of the participating parties.

> Recommendation # P. 14 The act should contain an explicit and unqualified prohibition of strikes and strikes should be broadly defined to include any concerted effort on the part of employees or associations of employees to interrupt the normal operations of the department in its purpose of providing services to the public. Sanctions should be included for breach of this prohibition.

In order to ensure the operation of the arbitration procedure suggested there should be no doubt as to the legality of strikes. Under present legislation in many provinces there is no express prohibition on the right to strike and while arbitration procedures are mandatory, it is not difficult

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to visualize strikes taking place to test legislation in its present form. Therefore, any doubts about the right to strike should be eliminated.

> Recommendation # P. 15 Municipalities and the associations may negotiate a grievance procedure and include same in any collective agreement. However, a procedure should also be provided in the Act.

All grievances arising out of the interpretation, application or administration of any agreement should be corrected as quickly as possible through a procedure which will ensure an adequate opportunity for a full hearing. While it is desirable that such procedures be included in agreements the parties should not be denied the availability of processing such grievances if the inclusion of a procedure in an agreement is omitted. Therefore, the act should provide such a procedure for such instances.

We are conscious of the fact that we are discussing disciplinary forces and while arguments may be made that codes of ethics and discipline are desirable and should be implemented exclusively for such groups we reject this argument on the basis that through experience grievances procedures have been incorporated into the collective bargaining structure and we recommend that no changes be made to this established relationship which appears to be accepted by both sides. Furthermore, civilians attached to municipal police departments should have grievance procedures available to them and by making available such procedures to all employees of such departments there is then achieved a consistency of treatment to all which is desirable.

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Recommendation # P. 16 Municipalities should consider implementing a system whereby police officers receive annual increments for each of the first ten years on the force as an inducement for such police officers to remain with the force.

During interviews the question of turnover in personnel in police departments was considerably mooted. Concern was directed especially to the number of police officers who resign after having completed five years of service. Municipalities consider that these officers are most valuable because they have received extensive training and are most productive. The author has arrived at the conclusion that a major factor contributing to this situation can be attributed to salary policy. As a general rule, a police officer joins a municipal police force as a probationary officer and receives annual promotions with increments until he reaches the position of first class constable which usually takes a four or five year period. Upon reaching first class constable however, promotional opportunities become extremely remote. In addition, the longevity service pay increments occurring at five year intervals is too infrequent to retain interest and incentives in the members so consequently if municipalities are genuinely serious in their expressed concern they must adopt a new policy in this regard. Therefore it is recommended that salary increases between the probationary stages and first class constable be retained on the present annual basis but, if necessary, in lesser amounts with yearly increments being extended until an officer has a minimum of ten years service. It is noted in table # 10 that the majority of municipalities commence longevity service pay after five years service. This practise would be discontinued in favor of the yearly increments. It is our belief, substantiated through interviews with groups

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on both sides, that the increased costs to municipalities would be minimal but would have the effect of affording police officers the opportunity to view potential increased earnings in a realistic manner consequently reducing the number of resignations which presently exist. Following ten years of service the longevity service pay policy could be implemented. The probability of a police officer resigning at this stage in his career would be lessened.

Table # 12 illustrates by comparison the rate of turnover in police and fire departments in six major cities for a seven year period. 170/

170/ N.B. It was not possible to obtain accurate statistics on resignations of police officers who have between five and ten years service. However, through interviews with management, it was learned that most resignations occur during this period. The second largest number of terminations usually occur at the probationary stage which management attributes to a disenchantment by such members with police work.

Table # 1.

Turnover Rate

Police	1961		1962		1963		1964		1965		1966		1967	
	Resignations for reasons other than Normal retirement or Death	Separations for all reasons	Resignations for reasons other than Normal retirement or Death	Separations for all reasons	Resignations for reasons other than Normal retirement or Death	Separations for all reasons	Resignations for reasons other than Normal retirement or Death	Separations for all reasons	Resignations for reasons other than Normal retirement or Death	Separations for all reasons	Resignations for reasons other than Normal retirement or Death	Separations for all reasons	Resignations for reasons other than Normal retirement or Death	Separations for all reasons
Vancouver	1.24%	2.07%	1.97%	3.66%	2.76%	3.94%	1.83%	3.24%	2.76%	4.08	4.44	6.11	7.49	8.60
Edmonton	n/a	n/a	n/a	n/a	n/a	n/a	n/a	13.50	n/a	12.10	n/a	12.20	n/a	11.20
Winnipeg	3.24	4.01	3.19	4.69	2.60	3.72	2.60	3.16	3.72	4.83	3.98	5.07	6.13	7.05
Toronto	3.62	5.05	3.00	4.30	3.16	4.52	3.75	5.08	4.21	5.29	5.21	5.49	7.00	8.96
Ottawa	4.50	4.76	4.42	5.45	6.65	6.91	4.98	5.47	5.54	6.51	9.57	10.02	5.86	7.59
Montreal	n/a	n/a	1.06	2.62	1.24	3.44	1.67	4.76	1.20	3.38	1.38	4.24	1.31	3.04
Average Turnover Rate	3.15	3.97	2.73	4.14	3.28	4.51	2.97	5.87	3.48	6.03	4.92	7.34	5.74	7.69
Firemen														
Vancouver	.40%	2.62	.62	2.77	.62	2.47	.31	3.39	1.08	2.69	1.07	3.07	.93	3.33
Edmonton	n/a	n/a	n/a	n/a	n/a	n/a	n/a	1.90	n/a	2.00	n/a	.60	n/a	1.60
Winnipeg	.20	1.66	.74	2.76	.55	1.64	.91	2.39	.16	2.02	1.26	2.57	.73	2.57
Toronto	1.24	2.65	.66	2.15	.91	2.14	1.07	2.39	1.70	3.16	1.37	4.19	1.94	3.56
Ottawa	1.37	2.60	1.60	2.05	1.14	1.63	.91	1.60	.23	.46	.90	2.02	.22	.67
Montreal	n/a	n/a	.86	1.51	.55	1.14	.33	1.18	.70	1.61	.66	1.44	.56	1.16
Average Turnover Rate	.82	2.13	.90	2.25	.75	1.88	.71	2.14	.78	1.99	1.06	2.35	.88	2.27

Police	1968		1969		1970	
	Resignations for reasons other than Normal retirement or Death	Separations for all reasons	Resignations for reasons other than Normal retirement or Death	Separations for all reasons	Resignations for reasons other than Normal retirement or Death	Separations for all reasons
Vancouver	4.44	6.11	7.49	8.60		
Edmonton	n/a	12.20	n/a	11.20		
Winnipeg	3.98	5.07	6.13	7.05		
Toronto	5.21	5.49	7.00	8.96		
Ottawa	9.57	10.02	5.86	7.59		
Montreal	1.38	4.24	1.31	3.04		
Average Turnover Rate	4.92	7.34	5.74	7.69		
Firemen						
Vancouver	1.07	3.07	.93	3.33		
Edmonton	n/a	.60	n/a	1.60		
Winnipeg	1.26	2.57	.73	2.57		
Toronto	1.37	4.19	1.94	3.56		
Ottawa	.90	2.02	.22	.67		
Montreal	.66	1.44	.56	1.16		
Average Turnover Rate	1.06	2.35	.88	2.27		

Source: Boards of Commissioners of Police or Personnel Departments of the cities involved.

The foregoing recommendations concerning police are by no means exhaustive. There has been a great deal of collective bargaining experience between municipalities and police in the majority of the provinces and the preponderance of such experience has been gratifying. However, changes are taking place throughout the country in practise and attitudes which require recognition and attention.

Firemen

Firemen, unlike policemen, have had a relatively lengthy history in union organization, the majority of which date back to the early part of the present century. Police, on the other hand have formed athletic associations until the late forties or early fifties. Therefore, due to the rather lengthy history of unionization of firemen in which custom has become more solidified changes may be more difficult to implement. However, acknowledging the fact of spiraling costs in administration, changes must take place which will ensure greater efficiency. In this connection, recommendation # F. 1 is offered for municipalities to seriously consider as a possible answer to this continuing problem.

> Recommendation # Firemen 1 Integration of police and fire-fighting departments is required to better utilize available manpower and equipment to eliminate duplication of supervisory functions together with providing greater efficiency in overall operations. 171/

171/ Major source of information for this recommendation is obtained from Bruce I. Howard, "Police-Fire integration in the United States and Canada", "Cleveland Bureau of Governmental Research, Cleveland 15, Ohio, 1961; "and James, Charles, S. "Police and Fire Integration in the Small City", Public Administration Service, Chicago, 1955.

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The traditional approach to providing police protection and fire protection has been divided into two separate departments in municipalities. During the nineteen fifties, a number of centres in the United States have embarked on a program of integrating the two departments while in Canada, largely Quebec and to some extent in Manitoba, this practise has been in existence for many years. The practise requires integration or unification of all non-specialist functions of both forces under a single administrator. However, some municipalities have gone so far as to create one unified force for all functions with the majority of personnel trained in both services. The objective is to fully utilize an individual's potential. The majority of cases where unification has taken place in recent years can be attributed to rising costs in maintaining separate departments through greater demands by the public for better services on the one had together with higher wages, better working conditions and increased costs for equipment, etc., on the other.

In 1961, there were twenty seven municipalities in Quebec; four in Manitoba 172/ and forty two in the United States known to have varying forms of unified police-fire protection services. One-half of the cities in both countries with integrated forces are under 14,332 in size and one-half are larger. The average size in the U.S.A. is approximately 24,000 whereas it is 18,000 in Canada.

172/ In Quebec: Asbestos, Cap de la Madeleine, Chicoutimi, Drummondville, Granby Grand'Mère, Joliette, Kénogami, La Tuque, Lévis, Longueuil, Montreal East, Montreal North, Mount Royal, Rimouski, Rivière du Loup, St. Jean, St. Joseph d'Alma, St. Lambert, St. Laurent, Ste Agatha des Monts, Ste Foy, Shawinigan Falls, Sorel, Thetford Mines, Trois-Rivières, Valleyfield.

In Manitoba: East Kildonan, St. James, St. Laurent, Transcona.

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There are three distinct systems in operation under the unified approach which are referred to as functional, partial and complete. The functional system resembles the traditional police and fire departments wherein the two departments operate separately. However, certain duties normally performed by one may be assumed by another such as having a patrolman perform the duty of a fireman in addition to his normal duties or have a fireman perform the duty of taking fingerprints or maintaining some police files. Firemen will not perform the duty of patrolman under this system however. Therefore, firemen will assume support activities of the police department in addition to their primary purpose of fighting fires whereas police will perform operational firefighting duties but will not get involved with support activities connected with fire halls.

The second category of partial unification requires each of the two departments to retain their original roles but a third force is created which is trained to perform the operational functions of both departments. The new force may perform patrol duties under normal circumstances but can also become a fire fighting unit or force when required. This force does not perform supporting services for either department but the original two forces retain their identity and carry on their services as before.

Thirdly, there is the complete unification system which has both departments completely integrated under one administration. A new department called the public safety department is created and the identities of the police and fire departments vanish.

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Any form of unification requires extensive training and enlightened administrators. There have been failures, of course, amounting to fifteen known communities but the cause has largely been attributed to inadequate training and conservative leadership. Past experience in areas where some form of unification continues has shown that fewer men are needed to perform the same services which is attributed to the fact that the men retained on the force(s) are constructively used to a greater extent than previously was the case under the two department system. It is estimated that actual fire fighting time consumes only 1% of a fireman's working time so it is only logical that the remaining time be utilized.

It is recognized the initial changeover is expensive but experience over a lengthy period indicates savings that are well worth investigating and this is especially true in rapidly expanding residential areas. In Oak Park, Michigan, where unification was established in the early fifties, it was found that the per capita cost of fire and police rose between 1953 to 1959 from $8.07 to $12.57 but in 1959 it lowered to $11.62. The national average in the U.S. however, rose from $10.68 to a high of $20.55 per capita during the same period. Following initiation of unification in Oak Park the initial jump was $3.00 per capita in this period but added initial costs notwithstanding the experiment is economically feasible as the above figures indicates. Oak Park estimates an annual saving of $35,000 with other cities reporting savings as follows: Winston-Salem in North Carolina $20,000 annually; and Oakwood, Ohio $50,000 annually. Furthermore, there is no evidence of increased insurance rates in communities where unification has been established and there is no decernible trend one way or the other

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respecting fire losses.

Integration has proved to be highly successful in many areas notwithstanding there have been some failures. As indicated earlier, failures have been attributed to poor administration and training. It is suggested the areas most adaptable to integration are rapidly expanding residential areas but industrial centres such as Dearborn, Michigan, (a suburd of Detroit and the home of Ford Motor Company) and Trois-Rivières, Quebec have also been successful.

It has been proven that lower costs per unit are attainable through unification in municipalities that have adopted such a scheme with protection to life and property being maintained. Furthermore, the canadian armed forces are passing through a phase of unification which is intended to save the taxpayers' unnecessary expenditures while providing the necessary protection Canada requires. Municipalities should therefore seriously consider the possibilities of unification in the two above mentioned departments. The public will continue to demand efficient and expanding services and expenditures for such services will undoubtedly continue to escalate. Unification may be one method in which municipalities may solve a growing predicament.

The above recommendation is directed at municipalities which can inaugurate such a scheme on their own initiative. The following recommendations concern legislative changes and therefore are directed at Provincial Governments. In the event a municipality initiates a complete unification program the employees should be subjected to the police act.

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However, a functional partial integration should allow retention of the forms of organization currently enjoyed by each force at the time integration takes place.

> Recommendation # F. 2 Each province should enact a Fire Departments' Platoon Act (or Fire Departments' Arbitration Act) which will guarantee firemen the right to self organization and subject to the restrictions that follow, the right to bargain collectively with their employers.

While separate acts tend to increase administration costs there is ample precedent 173/ for provinces to grant such legislation. The four provinces 174/ presently with special legislation for firemen are quite similar in rights, liabilities and responsibilities and would form the basis for new legislation in the remaining provinces. However, changes will also be necessary in the existing statutes which will be developed in the following recommendations.

> Recommendation # F. 3 Recommendation # P. 2 for a police act viz: Time limits within which notices to negotiate must be submitted to (by) municipalities to ensure inclusion of such demands in proposed expenditures must be clearly stipulated in the act, etc., - - -

Such provisions apply equally to any act for firemen for the same reasons as developed in recommendation # P. 2 for police.

In addition, recommendation # P. 3 developed in the police section

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173/ Alberta, Saskatchewan, and Ontario each have Fire Departments' Platoon Acts and Manitoba has a Fire Departments' Arbitration Act. Ontario also has "an act to provide for the settlement by Arbitration of Labour Disputes in Hospitals," enacted in 1965 and school teachers in Ontario have been granted special legislation since 1944

174/ See footnote # 173, supra.

concerning "retroactivity" is equally applicable to any act involving firemen.

> Recommendation # F. 4 Administration of the act should be carried out by a deputy fire marshall under the direction of the Fire Marshall whose duties would include assisting in the formation of local associations as well as being clothed with authority to become involved in labour relations problems that from time to time might develop between municipalities and associations.

It is necessary to appoint some official, preferably in the Fire Marshall's department who can devote time and energy in ensuring that the provisions of the act are complied with. Presumbaly the Fire Marshall is heavily involved in fire prevention and fire protection matters and therefore an assistant should be appointed to carry out functions of administration.

> Recommendation # F. 5 The experience in collective bargaining by this group has generally included negotiable items such as wages, hours of work and working conditions and this practise should be continued. However, it appears there are very few departments that have clear distinctions prohibiting supervisory personnel from belonging to and participating in union activities and this should be corrected. Furthermore, bargaining should not include matters relating to rules and regulations which deal with probation, examinations, promotions, etc. . .

Some municipalities allow the chief and deputy chiefs, along with other supervisory people to be members in the local unions.175/ This practise developed due to promotions of such personnel through the ranks who, as first class firefighters (and below) belonged to the union and participated in the group insurance plans and other benefits provided by the local. They

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175/ For example - this situation exists in Vancouver.

were reluctant to forego these benefits by relinquishing their memberships upon promotion however, and municipalities complied in their request to remain members. The practise is not a healthy one however, because conflict of loyalties may develop under such arrangements and should be discontinued.

> Recommendation # F. 6 Affiliation with other trade unions has been the general practise among firemen and there seems to be no valid reason why this should be prohibited.

Firemen are extremely clanish and invariably form local associations of the International Association of Fire Fighters which is affiliated with the A.F.L. - C.I.O. - C.L.C. There were 148 locals in Canada in 1966 with a membership of 13,440. 176/ Locals exists in each of the ten provinces except Prince Edward Island in which the two major municipalities (Charlottetown & Summerside) are largely protected by volunteer firemen. 177/ In view of past experience therefore, there can be no valid reason for prohibiting this right of affiliation.

> Recommendation # F. 7 Association of firemen should receive certification to ensure the right to exclusive representation in a unit of firemen but administration of such function should be controlled by the Fire Marshall's department.

Associations of firemen in Ontario and Alberta are not certified by any Board. Rather, they operate in much the same way as police in those provinces, namely, the majority of firemen may elect a bargaining committee to negotiate collectively with a municipality. The municipality is

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176/ "Labour Organizations in Canada 1966" (Department of Labour, Queen's Printer Ottawa 1966) p. 23

177/ Source: Mr. Percy Clark, International Vice-President I.A.F.F., Saint John, N.B.

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obligated to negotiate with such bargaining committee. Any number of firemen in a "unit" may belong to an association but it is not until at least 50% of the firemen in the unit belong to the association that it assumes the negotiating functions.

In British Columbia, Saskatchewan, Quebec and Newfoundland the statutes are silent on this matter. However, the practise is to have the Labour Relations Board in the respective provinces certify the associations in the normal manner as applied in private industry. In the remaining four provinces the Labour Relations Boards carry out this function also but clear direction is provided in the acts.

In view of the fact that associations of firemen are not restricted in affiliating or joining trade unions of their choosing, it follows that some method of certification be included in any Fire Departments' Platoon (Arbitration) Act to ensure a logical, orderly system whereby trade unions are at liberty to entice firemen into their respective unions on the one hand and at the same time ensuring that jurisdictional disputes are kept to an absolute minimum. Rights and restrictions placed upon rival unions would follow similar guidelines presently enacted in the Labour Relations Acts.

Instead of having Labour Relations Boards perform this function however, it is suggested that the department of the Fire Marshall assume this role having the deputy charged with the administration of the Act include such functions in his duties.

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Recommendation # F. 8 Recommendations in the police section concerning requirements to bargain in good faith, check-off of union dues, conciliation services, binding arbitration, express prohibitions against the right to strike, and grievance procedures are equally applicable to any legislation which may be enacted involving firemen and municipalities.

Recommendation # F. 9 Permanent arbitration boards should be established in each province on much the same basis as is recommended for police. However, opposition to ad hoc arbitration boards is not so strong as was fonnd existing in police and the Ontario experience has worked extremely well with such boards and any changes would be strenuously resisted in that province.

Unlike police, there are no known municipal firemen throughout Canada that have the right to strike. This right has been abandoned either voluntarily through the constitutions of firemens' Unions or by statute. There is no evidence that firemen want to have the right to strike but there is a divergence of opinion over what method of arbitration boards should be available.

In Western Canada, firemen who were interviewed were extremely vociferous in their objection to the mediatory attitudes adopted by ad hoc Arbitration Boards and are disatisfied with them on much the same grounds as are police. It is their view that if the past experience is to be followed in future, they anticipate that a growing resistence will develop and suggest that a form of permanent arbitration tribunals should be established instead.

In Ontario the situation is one which the firemen express complete satisfaction with the present system of ad hoc arbitration boards and claim they will oppose any change as suggested by firemen in Western

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Canada. Ontario may be unique however, in that the firemen have a strong provincial organization which is proficient in the art of lobbying and have met with substantial success in achieving statutory amendments from time to time.

The ad hoc arbitration boards in Ontario consist of three members, two of whom are appointees of the respective parties. The third is the chairman and is selected by the two appointees or failing agreement, by the Attorney General. Invariably, the chairman has been a county court judge and there appear to be no objection by firemen to having such people. 178/ However, in 1966, the Federal Government enacted a bill to prevent county court judges from receiving remuneration for services rendered as arbitrators 179/so conceivably the existing practise may undergo considerable change. However, no apparent change is evident in 1967 and firemen are hopeful judges will continue in the role of arbitrators notwithstanding the Federal enactment. 180/

178/ Indeed, when the Federal Government passed a bill in 1966, prohibiting county court judges from receiving remuneration for sitting on arbitration tribunals, the provincial firemens' Association made representation to the chief county court judge of Ontario, Mr. Justice Arthur Roy Willmott, to request having available county court judges to act as arbitrators continued. Source, Mr. Richard Chambers, President, Ontario Provincial Firefighters' Association.

179/ Statutes of Canada Elizabeth II, 16-17, 1966-67, Ch. 76, S. 5. The reasoning for such legislation is to discourage judges from acting in the role of arbitrators and relieve them for judicial duties for which they were primarily appointed.

180/ Mr. R. Chambers, President, Ontario Provincial Firefighters' Association informed the writer on November 10, 1967, that firemen in Ontario have resorted to arbitration on 10 occasions in 1967, 9 of which were chaired by county court judges. The other board was chaired by a practising solicitor.

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In Eastern Canada, there was found to exist a divergence in practise in this matter but if one were to generalize the majority of opinions concerning ad hoc Arbitration Boards resemble closely that existing in Western Canada. However, experience has not been so extensive and therefore serious considerations should be given this problem at a time when flexibility is sufficiently present to allow changes without too much opposition. It follows, therefore, that no single pattern can be established regarding arbitration boards where this group is concerned. Each province must weigh existing conditions and decide what system is best suited to its particular needs. One fact remains clear however, while firemen in Ontario are seemingly satisfied with present arrangements, this is not the case in Western Canada and attention should be devoted to correcting same at the earliest possible opportunity.

One final recommendation when discussing categories of employers and employees which must resort to binding arbitration is as follows:

> Recommendation # P.17 and F. 10 Any decision or award of an arbitration board must be implemented without delay.

Criticisms of procrastination are sometimes made by unions against municipalities in the implementation of decisions or awards of Arbitration Boards. This problem became so poignant with firemen in Ontario they made a determined effort to correct the situation through statutory amendment of the Fire Departments Act. They were successful in achieving their desired goal in 1967 by having the following section added to the above act:

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> Where a party, municipality, trade union or full-time fire-fighter has failed to comply with any of the terms of the decisions of an arbitrator or arbitration board, any party, municipality, trade union or full-time fire fighter affected by the decision may after the expiration of thirty days, from the date of the delivery of the decision or the date provided in the decision for compliance, whichever is later, file in the office of the Registrar of the Supreme Court a copy of the decision, exclusive of the reasons therefor, in the form prescribed by the regulations, whereupon the decision shall be entered in the same way as a judgement or order of that court and is enforceable as such. 181/

While accurate figures on the occurences of accusations of procrastination are not available it is submitted the inclusion of such a section eliminates possibilities of such occurrences and is worthy of consideration when enacting or amending such acts.

General Municipal Employees

It has been approximately two decades since major law reform occurred both at the Federal and Provincial levels of Government in Canada. It is true that major developments have taken place in the nineteen sixties where public employees are concerned but these changes have been largely restricted to Provincial and Federal civil servants. It was recognized from the beginning in the forties that public employees (provincial and federal civil servants) were not compatible with the type of labour legislation then being contemplated and enacted so they were excluded. Public employees of Crown Corporations were included, however, due mainly to their corporate structures which conformed to private industry. Public employees at the municipal level however, were not specifically mentioned in many

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181/ Bill 112, 5th Session, 27th Legislature, Ontario, 15-16 Elizabeth II, 1967.

cases because, as earlier submitted, they were either overlooked or considered too insignificant to warrant special attention and this attitude may have been caused by the lack of organization by municipal employees at that time. Indeed, municipal employees were not militant, as a general rule, and the occurrence of strikes was practically non existent (refer to table # 5).

During succeeding years much confusion surrounded this category of employees as legislatures endeavoured to provide a systematic collective bargaining scheme for such employees by incorporating them into the general Labour Relations Acts. However, Ontario, New Brunswick and Prince Edward Island (to cite examples) granted municipalities discretionary powers to 'opt out' of such labour relations acts which created much animosity in later years.

Discretion notwithstanding, there evolved a system of collective bargaining between general municipal employees and municipalities which is based on the system existing for private industry and only Prince Edward Island remains with the discretionary privileges being extended to municipalities. The point being made is there has been much confusion caused due mainly to the absence of a consistent constructive approach taken by Provincial Governments to the problem of providing a systematic collective bargaining process where municipalities and their employees have been concerned.

Whether or not the development of collective bargaining within the framework of the various Labour Relations Acts was accidental, the

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basic fact remains there has been such a development and since municipal employees have become efficiently organized and more cognizant of their rights, are exerting them to the very limits of permissive legislation with the frequency of strikes becoming alarming. Strikes, notwithstanding, the development has been allowed to attain a high degree of maturity and if law reform is to take place, which I submit is necessary, it must take into consideration these existing rights and wherever possible adapt necessary changes to the preservation of such rights. It must be recognized that discretionary rights vested in municipalities to 'opt out' of the laws regulating labour relations between them and their employees must not be allowed to continue to exist. Rather, municipalities must be compelled to recognize certified bargaining agents and negotiate in good faith with them when properly requested to do so. However, it may be stated that many circumstances involving labour relations are peculiar to the category of employers and employees under discussion which merit separate attention and it with this view in mind the following recommendations are offered.

> Recommendation # General Municipal Employees 1 The existing Labour Relations Acts should be amended to specifically include municipalities togetherwith the specific categories of employees contemplated. This inclusion would be incorporated in the definition section and municipal employees that are provided with special legislation (e.g. police, firemen, hospital employees etc.) should clearly be excluded.

While it is recognized that municipalities and their employees are covered in the various Labour Relations Acts in many provinces, there have been special categories of employees excluded from such coverage (e.g. police, firemen, hospital workers, school teachers, etc.) and it therefore is necessary for definitive statements to be made which will eliminate any confusion which may exist over the employees who are actually covered in

the Act.

> Recommendation # G.M.E. 2. Supervisory personnel should be excluded from coverage of the act. While this practise is presently carried out under existing acts it is not adhered to as strictly in municipalities as private industry and therefore more concise direction is required.

During interviews it was learned that management in municipalities are concerned over the question of exclusion. The complainants stress the fact that many employees are covered under the act whom management deems to be supervisory personnel but claim that the Labour Relations Boards are extremely lenient on this matter much to the chagrin of the employers.

However, it is argued on behalf of the unions that many positions that have supervisory titles vary considerably in the actual degree of supervisory authority with many 'supervisors' so called, being supervisory personnel in title only but not in fact.

This problem was significantly stressed to us during interviews to warrant serious consideration. We have concluded therefore, that a section should be added to existing Labour Relations Acts which will alleviate this problem and we suggest that the Taft-Hartley Act in the United States be studied in this connection. In its definition section the following appears:

> The term "supervisor" means any individual having authority, in the interest of the employer, to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other employees, or responsibly to direct them, or to adjust their grievances, or effectively to recommend such action, if in connection with the foregoing the exercise of such authority is not of a merely routine or clerical nature,

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but requires the use of independent judgement. 182/

With the inclusion of this definition, or one similar to it, exclusion from coverage would then be determined on function rather than title. Borderline cases would continue to be determined by the Labour Relations Boards but with the above added directions, the present problems associated with current practise would be greatly curtailed.

> Recommendation # G.M.E. 3. Negotiations should be carried out in good faith and include such items as wages, hours of work and working conditions (as recommended for police and firemen) but should not impinge on management rights to make rules or regulations concerning appointments, promotions, dismissals, etc. and should not extend to items which would require legislative action in order to implement such agreements.

A great wealth of collective bargaining experience has developed in most municipalities over the years and the restraints above referred to are recognized and generally complied with. Great care should be taken however, when attention is being focused on this group under discussion to ensure that certain rights and responsibilities exist which must be adhered to. Management should therefore be protected from infringement on its rights to control its operations through disciplinary action, dismiss employees due to lack of work or other legitimate cause, and promote and demote personnel. However, this does not preempt employees from voicing objections through regulated grievance procedures on such matters that may effect wages, hours of work or conditions of employment.

The question of strikes is probably the most important consideration affecting this category of employers and employees. While general

182/ Labour management relations act, 1947, S. 201 (2) (Taft-Hartley).

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municipal employees have theoretically had a legal right to strike in most provinces for many years, the matter has been largely academic due to the belief in many public employees that strikes have no place in the public service. However, this attitude has undergone extreme revision in recent years and governments are now being confronted with practical applications of this right. It is therefore, essential that the growing problems associated with these new attitudes be kept in proper perspective with an exerted effort to fully grasp the difficulties facing all parties and make recommendations that, we trust, emphasize the objectives of provincial governments which are concerned with continuing and improving the collective bargaining process through the development of a procedure which will serve to remove the necessity for strikes and at the same time formulate some method whereby the parties may resolve disputes in an equitable manner.

Alternatives to the right to strike by means of legislative prohibition are foolhardy where this right has been enjoyed for a relatively lengthy period. Refinements of existing procedural machinery is therefore recommended but it is clearly recognized that standardized procedural machinery may result in unrealistic collective bargaining. With this recognition in mind, a good deal of discretion should be allowed in any regulatory body to create a degree of uncertainty in the process which, we believe, stimulates constructive collective bargaining.

The general public is an important element in this process. In fact, it could be stated that the public has a vital interest in the collective bargaining process in which the ultimate weapon for the two parties could be public opinion, however nebulous that term may be.

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Therefore, publication of the positions taken by the parties togetherwith the recommendations of a conciliation board should be mandatory as is suggested in recommendation # G.M.E. 5, infra 2, which would give the community an opportunity to become conversant with the problems at hand. Whether the objective is attained or whether the public remains indifferent is of no moment; the opportunity for factual appraisals should be made available regardless. Furthermore, it is as essential when speaking about this category of employees as it is when speaking about police and firemen to require notices of requests to commence negotiations on new or renewed agreements to be made to coincide with the making of estimates for budgetory purposes but restraints on duration of negotiations through deadlines when awards or decisions must be reached in order to bind expenditures of municipalities should be rejected.

The question of determining essential services presents problems of great magnitude but one which must be undertaken if the collective bargaining process is to retain the degree of sophistication it has enjoyed. To refuse to acknowledge that a problem does exist would be foolhardy in light of the measures that have recently transpired in such provinces as Saskatchewan and Quebec. Future interventions will undoubtedly occur if considered necessary by provincial governments in instances involving strikes of public employees. Strikes in private industry have generally two objectives. One is to bring economic pressure upon the employer and the second is to inform the public of the dispute. In public service, the foremost objective of public employees is to inform the public of the dispute whereas the economic sanction, while important, loses most of its

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impact due to the ability in the employer to tax. Each union must therefore entertain at least two considerations when contemplating strike action. It must endeavour to inform the public of its plight and hopefully gain public support while at the same time do so in such a way that it does not provoke government intervention. This suggests therefore, that services required to safeguard the public health and welfare be continued while executing its purpose of conveying its problems to the public. Union leaders argue that if services are continued the public remains indifferent to their position and only when the public is more intimately affected through loss of service does it become a significant tool in the hands of the unions as leverage against management. The argument is difficult to refute and it may also be difficult to deny that public opinion is equally difficult to arouse even when services are completely curtailed. These arguments notwithstanding, governments continue to vacilate over such situations and it is suggested that union leaders, as well as management, adapt to the challenge confronting them and develop ways and means to convey their difficulties to the public in such a manner so as to gain this important support without jeopordizing their positions. With the above views in mind the following recommendations are made.

> Recommendation # G.M.E. 4. The Labour Relations Board should maintain a list of qualified individuals through consulations with the parties, who would be available to act as conciliators. Furthermore, the Board should have investigative powers to make the determination of appointing a conciliation officer, directing the parties to continue negotiations or appointing a Conciliation Board.

Conciliators should be selected on the basis of their knowledge in public

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employer-employee problems. The composition of the list should be determined by the Labour Relations Board through consultations with the parties. It is recognized that an unwieldly situation would undoubtedly arise if all municipalities and employees were to participate in such selections and it is therefore suggested that provincial organizations representing both parties play a decisive role in this matter.

Either party could request the services of a conciliation officer at any time. The Board would also be authorized to proffer this service on its own initiative. In addition, the Board would be clothed with authority to determine whether a conciliation officer should be appointed, whether negotiations should continue or whether a Conciliation Board would best serve the interests of the parties. In the event the Board directed the parties to resume negotiations there should be a maximum period allowed for such negotiations, following which the Board could appoint a conciliation officer or conciliation board to investigate and report on the matters in dispute.

This recommendation eliminates having Ministers making appointments of conciliation officers and boards, which is the normal case, and places this function in the Labour Relations Board. This is intentional and not accidental. The Labour Relations Boards would require additional staff (who, it is anticipated would be experts in this field.) It is submitted the additional personnel would be better equipped to make such appointments by being more intimate with the problems involved and the stigma of political interference by having Ministers involved would be removed.

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Recommendation # G.M.E. 5. In the event an impasse continues following continued negotiations or despite the efforts of a conciliation officer the Labour Relations Board may appoint a conciliation board which would consist of three members. The members would be appointed from a list of eligible appointees maintained by the Labour Relations Board through consultation with the parties or the provincial associations representing the parties. There would be three lists, one of which would contain employee preferences, another would contain employer preferences and a third would consist of eligible chairmen.

Eligible members of Conciliation Boards would have expert knowledge in public employer-employee relations and would have previously agreed to sit on such boards. Remuneration should be on a per diem basis and sufficiently adequate to attract the most qualified persons available. One shortcoming of this proposal is the scarcity of qualified people that will presumably be required. However, it is anticipated the situation will rapidly correct itself as the proposed system becomes operational. The terms of reference for any conciliation board would require such boards to publish, under signature of the chairman, the positions taken by the parties along with recommendations of the board. In this manner the public would have the opportunity of evaluating the relative positions taken by the parties and thereby formulate opinions based on such facts. Publication would also bring exerted pressure upon the parties to make a determined effort to better analyze their relative positions because of the realization they would be subjected to the scrutiny of the public to whom they must ultimately look for support.

Recommendation # G.M.E. 6. If an impasse continues following publication of the findings of the Conciliation Board, the employees' representative would be at liberty to conduct a strike vote. If the members are in favour of striking the representative must notify the Labour Relations Board and the

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> employer of this fact. The parties must then meet within a specified period to agree upon the maintenance of essential services. If they are unable to agree on this matter, they each make representations to the Labour Relations Board outlining their positions and the Board makes the final determination. Following agreement or determination by the Board, whichever occurs, the employees may lawfully strike following a specified waiting period of at least five days.

For reasons expressed earlier in the report, it is imperative the parties recognize that strikes in the public service involving the withdrawal of services of the entire work force will not be tolerated by the provincial government, rather such action will undoubtedly result in government intervention. Unions will argue that such restrictions will undermine their effectiveness but it is submitted they must adapt to meet the challenge the problem presents. Municipalities must also adapt. It is inconceivable that municipalities could cause a 'lock out' which is the counteracting weapon available to employers in private industry. Adaptations on both sides is therefore necessary. Indeed, municipalities and employee organizations are not the only groups being asked to adapt to new methods. Governments are also involved for it is they who must make the most dramatic changes of all. However, we believe these changes must take place. Municipal governments have become an extremely important segment in our society. I can think of no other public service that effects more people more intimately than municipalities. Water, police and fire protection, maintenance of streets over which the majority of the Canadian public travel to and from work every day are all (to mention only a few) within the framework of municipal government services. Law reform is long overdue in this area and requires serious attention which I trust shall soon be forthcoming.

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Summary of Recommendations:

Recommendation # Police 1 Each province should enact a Police Act which will guarantee municipal police officers and civilians attached to police departments the right to self organization and, subject to restrictions that follow the right to bargain collectively with municipalities.

Recommendation # P. 2 Time limits within which notices to negotiate must be submitted to (by) municipalities to ensure inclusion of such demands in proposed expenditures for the forthcoming fiscal year must be clearly stipulated in the Act. Such time limits should coincide with the customary budget preparations of the municipality but if this practise is not common on a province wide basis, steps should be taken to make it so. Further, it is essential to the success of collective bargaining that deadlines which call for decisions by a specified date be rejected.

Recommendation # P. 3 The question of retroactivity respecting increased benefits should be a discretionary matter in the municipalities and also in any arbitration board but the latter agency should be restricted in making retroactive awards to the beginning of the fiscal year only.

Recommendation # P. 4 There should be established a permanent police commission to be responsible for the administration of the Act. Three members would comprise the commission which would be appointed by the Lieutenant-Governor in Council.

Recommendation # P. 5 Collective bargaining should include wages, hours of work and working conditions but should not include rules and regulations that are concerned with probationary requirements, examinations and promotions.

Recommendation # P. 6 Affiliation either directly or indirectly with trade unions should be expressly prohibited.

Recommendation # P. 7 Certification as is commonly known in the trade union movement, is not necessary.

Recommendation # P. 8 The act should include directives compelling both parties to bargain in good faith upon the written request of the other party with sanctions available upon failure to do so.

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Recommendation # P. 9 Check off of dues should be compulsory for all employees upon receiving authorization by a majority but membership should be on a voluntary basis.

Recommendation # P. 10 Provision for services of conciliators is recommended. The commission should compile and maintain a list of recognized experts, after consultation with the parties, and if the parties agree from time to time on a particular conciliator when conditions require the services of same the commission should respect the agreement.

Recommendation # P. 11 Either party may request the services of a conciliator or the Commission may initiate conciliatory proceedings on its own perogative. However, it is important to make all conciliation appointments discretionary in the commision which may either appoint or direct the parties to continue negotiations; or refuse to appoint and direct the matter be referred to arbitration.

Recommendation # P. 12 Compulsory binding arbitration is the method advocated to resolve impasses reached through collective bargaining.

Recommendation # P. 13 A permanent three member arbitration board be established which would be responsible for final adjudication over all impasses reached in negotiations between municipalities and representatives of police employees in the province and its award would be final and binding.

Recommendation # P. 14 The act should contain an explicit and unqualified prohibition of strikes and strikes should be broadly defined to include any concerted effort on the part of employees or associations of employees to interrupt the normal operations of the department in its purpose of providing services to the public. Sanctions should be included for breach of this prohibition.

Recommendation # P. 15 Municipalities and the associations may negotiate a grievance procedure and include same in any collective agreement. However, a procedure should also be provided in the Act.

Recommendation # P. 16 Municipalities should consider implementing a system whereby police officers receive annual increments for each of the first ten years on the force as an inducement for such police officers to remain with the force.

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Firemen

Recommendation # Firemen 1 Integration of police and firefighting departments is required to better utilize available manpower and equipment to eliminate duplication of supervisory functions together with providing greater efficiency in overall operations.

Recommendation # F. 2 Each province should enact a Fire Departments' Platoon Act (or Fire Departments' Arbitration Act) which will guarantee firemen the right to self organization and subject to the restrictions that follow, the right to bargain collectively with their employers.

Recommendation # F. 3 Recommendation # P. 2 for a police act vis: Time limits within which notices to negotiate must be submitted to (by) municipalities to ensure inclusion of such demands in proposed expenditures must be clearly stipulated in the act, etc.

Recommendation # F. 4 Administration of the act should be carried out by a deputy fire marshall under the direction of the Fire Marshall whose duties would include assisting in the formation of local associations as well as being clothed with authority to become involved in labour relations problems that from time to time might develop between municipalities and associations.

Recommendation # F. 5 The experience in collective bargaining by this group has generally included negotiable items such as wages, hours of work and working conditions and this practise should be continued. However, it appears there are very few departments that have clear distinctions prohibiting supervisory personnel from belonging to and participating in union activities and this should be corrected. Furthermore, bargaining should not include matters relating to rules and regulations which deal with probation, examinations, promotions, etc.

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Recommendation # P. 17 and F. 10 Any decision or award of an arbitration board must be implemented without delay.

General Municipal Employees

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Recommendation # G.M.E. 4 The Labour Relations Board should maintain a list of qualified individuals through consultations with the parties, who would be available to act as conciliators. Furthermore, the Board should have investigative powers to make the determination of appointing

a conciliation officer, directing the parties to continue negotiations or appointing a Conciliation Board.

Recommendation # G.M.E. 5 In the event an impasse continues following continued negotiations or despite the efforts of a conciliation officer the Labour Relations Board may appoint a conciliation board which would consist of three members. The members would be appointed from a list of eligible appointees maintained by the Labour Relations Board through consultation with the parties or the provincial associations representing the parties. There would be three lists, one of which would contain employee preferences, another would contain the employer preferences and a third would consist of eligible chairmen.

Recommendation # G.M.E. 6 If an impasse continues following publication of the findings of the Conciliation Board, the employees' representative would be at liberty to conduct a strike vote. If the members are in favour of striking the representative must notify the Labour Relations Board and the employer of this fact. The parties must then meet within a specified period to agree upon the maintenance of essential services. If they are unable to agree on this matter they each make representations to the Labour Relations Board outlining their positions and the Board makes the final determination. Following agreement or determination by the Board, whichever occurs, the employees may lawfully strike following a specified waiting period of at least five days.

SCHEDULE "A"

APPENDIX

CITY OF VANCOUVER

SALARY RANGES FOR CLASSES OF POSITIONS COVERED BY AGREEMENT
BETWEEN
THE VANCOUVER BOARD OF POLICE COMMISSIONERS AND
THE VANCOUVER CITY HALL EMPLOYEES' ASSOCIATION, LOCAL #15
(POLICE INSIDE EMPLOYEES)

JANUARY 1, 1967

Class No.	Class Title	Pay Grade	Salary Range Steps: 1	2	3	4	5
(a)722	Automotive Serviceman I (Police) . . .	15 #	389	405	425	442	[illegible]
(a)723	Automotive Serviceman II (Police) . .	20	486	508	531	554	[illegible]
618	Building Maintenance Man I	15	389	405	425	442	[illegible]
621	Building Service Worker I.	14	370	389	405	425	[illegible]
623	Building Service Worker II	17	x	x	464	486	[illegible]
625-2	Building Services Supervisor I . . .	20	486	508	531	554	[illegible]
(c) 163	Cashier II	18	442	464	486	508	[illegible]
162	Cashier-Clerk-Typist	10	314	324	340	356	370
* 021	Clerk I	7	278	289	301	314	324
023	Clerk II.	12	340	356	370	389	405
025	Clerk III	17	425	442	464	486	[illegible]
027	Clerk IV...	19	x	x	x	531	554
028	Clerk V	22	x	x	583	609	[illegible]
029	Clerk VI.	24	x	x	x	666	697
023-1	Clerk Interpreter	17	425	442	464	486	[illegible]
* 197	Clerk-Keypunch Operator I	10	314	324	340	356	370
* 198	Clerk-Keypunch Operator (Trainee) .	-	x	x	x	268	289
199	Clerk-Keypunch Operator II	13	x	x	389	405	425
* 007	Clerk-Stenographer I	6	268	278	289	301	314
009	Clerk-Stenographer II	10	x	324	340	356	370
011	Clerk-Stenographer III.	13	x	x	389	405	425
013	Clerk-Stenographer IV	16	x	x	442	464	[illegible]

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Class No.	Class Title	Pay Grade	Salary Range Steps: 1	2	3	4	5
* 001	Clerk-Typist I	5	257	268	278	289	301
003	Clerk-Typist II	9	x	314	324	340	356
005	Clerk-Typist III.	13	x	370	389	405	425
1227	Compound Attendant.	10	314	324	340	356	370
610	Cook I (Police)	13	356	370	389	405	425
611	Cook II (Police)	16	x	x	442	464	486
030	Court Clerk I	17	425	442	464	486	508
031	Court Clerk II.	22	531	554	583	609	636
032	Court Clerk III	23	x	x	x	636	666
032-1	Court Clerk IV	25	x	x	x	697	729
1223	Court Officer I	17	425	442	464	486	508
1224	Court Officer II	19	464	486	508	531	554
044-3	Court Recorder I	13	356	370	389	405	425
044-4	Court Recorder II	15	389	405	425	442	464
044	Court Reporter I	21	508	531	554	583	609
045	Court Reporter II	23	x	x	x	636	666
1209	Document Examiner Trainee	17	425	442	464	486	508
1215	Driver-Storeman	15	389	405	425	442	464
166	Duplicating Machine Operator. . . .	10	314	324	340	356	370
617	Elevator Operator	13	356	370	389	405	425
1230	Fingerprint Technician	18	442	464	486	508	531
1229	Fingerprint Technician Trainee. . .	-	405				
1228	Police Laboratory Technologist . .	24	583	609	636	666	697
(d) 1210	Police Report Clerk	14 #	370	389	405	425	442
1205	Stable Attendant	15	389	405	425	442	464
(b) 741	Stationary Engineer I	16	405	425	442	464	486
(b) 743	Stationary Engineer II.	18	x	x	x	508	531

Class No.	Class Title	Pay Grade	196. Salary Range Steps: 1	2	3	4	5
111	Storekeeper I	18	442	464	486	508	531
(f) 109	Storeman II.	14	370	389	405	425	442
1231	Summons Officer I (Magistrates Courts). . .	16	405	425	442	464	486
1232	Summons Officer II (Magistrates Courts) . .	18	442	464	486	508	531
* 171	Telephone Operator I	7**	278	289	301	314	324
* 606	Telephone Operator-Typist I.	7	278	289	301	314	324
607	Telephone Operator-Typist II.	9	x	314	324	340	356
(e) 1211	Traffic Counter Clerk	10	314	324	340	356	370
1225	Warrant Officer	19 ##	464	486	508	531	554

(a) Plus 7% for longer hours worked

(b) Plus one pay grade for longer hours worked

(d) Plus 3.5% for longer hours worked

(e) Plus $6.00 for late shift

(f) Plus 2 pay grades for additional responsibility, where applicable

Includes one pay grade, shift differential

* These positions receive an increment each six (6) months; all others annually.

** Positions in this class receive one pay grade extra for shift work, as applicable.

Regulation 160-5 Sundry Special Pay Items

(c) Cashiers Acting as Justice of the Peace

Cashiers II, while performing Justice of the Peace duties, shall receive an additional pay grade above normal salary

Warrant Officer Addendum: Notwithstanding the rate set forth in this schedule for the position of Warrant Officer, Mr. Charles Norman Nisbet, a Warrant Officer, Clerk of the Magistrates' Courts, shall receive a rate of pay equivalent to that of a First Class Constable as determined by agreement between the Board and the Vancouver Policemen's Union, while holding such position. Such rate of pay to commence on the date set out in said agreement.